

Regular Meeting of the
Board of Trustees of the Utah Transit Authority



Wednesday, April 29, 2020, 9:00 a.m.

Remote Electronic Meeting – No Anchor Location – Live-Stream at
https://www.youtube.com/results?search_query=utaride

NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:

In keeping with recommendations of Federal, State, and Local authorities to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with Utah Governor Gary Herbert’s Executive Order on March 18, 2020 suspending some requirements of the Utah Open and Public Meetings Act, the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- **Public Comment** will not be taken during the meeting but may be submitted through the means listed below. Comments submitted before 4:00 p.m. on Tuesday, April 28th will be distributed to board members prior to the meeting:
 - online at <https://www.rideuta.com/Board-of-Trustees>
 - via email at boardoftrustees@rideuta.com
 - by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
- Meeting proceedings may be viewed remotely through YouTube live-streaming.
https://www.youtube.com/results?search_query=utaride

- | | |
|---|----------------------------------|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Safety First Minute | Sheldon Shaw |
| 3. Consent
a. Approval of April 15, 2020 Board Meeting Minutes | Chair Carlton Christensen |
| 4. Agency Report
a. Service Choices Update | Carolyn Gonot |
| 5. Government Relations Report | Shule Bishop |
| 6. Pension Committee Report | Kent Millington |
| 7. Investment Report – First Quarter 2020 | Bob Biles |
| 8. Reserves Action – Authorization of Debt Reduction Reserve and Reallocation of Reserve Funds | Bob Biles |
| 9. Policy Approval – UTA Policy 1.1.11 - Ethics | Riana De Villiers |

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: https://www.youtube.com/results?search_query=utaride

10. Contracts, Disbursements and Grants

- a. Contract: Computer Aided Dispatch/Automatic Vehicle Location Sole Source Contract (Talrace, LLC) Dan Harmuth
Alisia Wixom
- b. Contract: Light Rail SD100 Low Voltage Power Supply Overhaul (LES Services Electro-Techno Inc.) Eddy Cumins
- c. Contract: New Design Bus Stop Signs (Intermountain Traffic Safety) Nichol Bourdeaux
- d. Change Order: South Temple and Main Street Curve Replacement – On-Call Maintenance Task Order #102 (Stacy and Witbeck, Inc.) Eddy Cumins
David Hancock
- e. Revenue Contract: Volkswagen Eligible Mitigation Action Funding Agreement (Utah Department of Environmental Quality) Mary DeLoretto
- f. Revenue Contract: Professional Services Agreement - Design of 650 South Main St. TRAX Station (Redevelopment Agency of Salt Lake City) Mary DeLoretto
- g. Pre-procurements Todd Mills
 - i. Police Vehicle Purchase
 - ii. SD160 Light Rail Vehicle Door Parts Purchase
 - iii. Light Rail Vehicle Seat Replacement
 - iv. Bus Plexiglass Barrier Purchase
 - v. Design for 650 South Main St. TRAX Station
 - vi. Provo to Santaquin Corridor Transit Options Analysis
- h. Grant Application: USDOT Better Utilizing Investments to Leverage Development (BUILD) Grant Application for Future of FrontRunner First Steps: Double Tracking South Jordan to Draper Mary DeLoretto

11. Discussion Items

- a. UTA 2019 Onboard Survey Report Nichol Bourdeaux
G.J. LaBonty

12. Other Business

- a. Next meeting: May 6, 2020 at 9:00 a.m.

Chair Carlton Christensen

13. Closed Session

- a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation

Chair Carlton Christensen

14. Adjourn

Chair Carlton Christensen

Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting callredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: https://www.youtube.com/results?search_query=utaride

15 Days to Slow the Spread

If you are experiencing symptoms of covid

- cough
- fever
- shortness of breath



Call your doctor right away.

Frequently wash hands for 20 seconds.



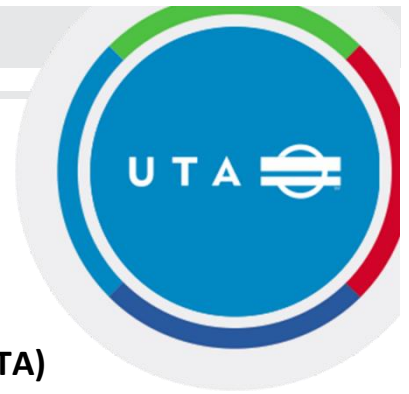


MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Jana Ostler, Board Manager

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Approval of April 15, 2020 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the April 15, 2020 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, April 15, 2020 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	<ul style="list-style-type: none">2020-04-15_BOT_Minutes_unapproved



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held remotely via phone or video conference
and broadcast live for the public via YouTube
April 15, 2020**

Board Members Participating:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Also participating were members of UTA staff.

Call to Order and Opening Remarks. Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

Public Comment. It was noted that online comment received for the meeting was distributed to the board prior to the meeting and will be included as an appendix to the minutes of the meeting.

Safety First Minute. Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

Consent Agenda. The consent agenda was comprised of:

- a. Approval of April 8, 2020 Board Meeting Minutes

A motion to approve the consent agenda was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Agency Report.

Ridership Update. Carolyn Gonot, UTA Executive Director, was joined by Eddy Cumins, UTA Chief Operating Officer. Ms. Gonot provided the following updates on ridership decreases on UTA's various modes:

- Fixed route bus is down 73%
- FrontRunner is down 89% due to the commuter market
- TRAX is down 74%
- Paratransit is down 88%

Ms. Gonot said she would continue to provide ridership information to the board as it becomes available.

COVID-19 Update. Ms. Gonot thanked operators for moving forward with the modified service schedule. She reaffirmed the agency is committed to providing service in the safest possible manner for employees and riders. Ms. Gonot noted several TRAX and bus routes have been experiencing heavy loads during peak hours. An additional car will be added to TRAX and frequency on certain bus routes will be increased to adjust for social distancing needs. The bus routes that will have increased frequency are:

- Route 33
- Route 35
- Route 200
- Route 217

Ms. Gonot mentioned additional safety measures the agency has implemented, including cordoning off the area between customers and the operator's cabin on FrontRunner and TRAX trains and automatically opening doors on TRAX trains at every stop so passengers do not have to press buttons. She reiterated the agency is following Governor Herbert's directives and is regularly updating information on its website at www.rideuta.com/health.

Discussion ensued. Questions on travel patterns, public feedback on service reductions, and public communication on routes with adjusted frequency were posed by the board and answered by staff.

Resolutions.

R2020-02-02 (Amended) Resolution Setting Compensation for District Officers and Administrative Employees, and Appointing Officers. Kim Ulibarri, UTA Chief People Officer, explained the resolution, which corrects a miscalculation on the maximum end of the agency's salary structure.

A motion to approve R2020-02-02 as amended was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

R2020-04-04 Resolution Approving the Execution of an Interlocal Cooperation Agreement with Midvale City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement. Mary DeLoretto, UTA Chief Service Development Officer, was joined by Heather Bening, UTA Project Manager II. Ms. DeLoretto indicated more funding is needed to complete a crosswalk project initiated under the Transportation Investment Generating Economic Recovery (TIGER) first/last mile program of projects. Midvale City will pay the actual project costs incurred beyond the original budget of \$198,278 up to \$375,000. The resolution authorizes execution of an interlocal agreement and two agreement supplements that will allow funds from Salt Lake County to be paid by Midvale City to UTA for completion of the project. Discussion ensued. Questions on the amount of the projected overrun and adjustments to mitigate potential impacts due to the location of the crosswalk were posed by the board and answered by staff.

A motion to approve R2020-04-04 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

R2020-04-05 Resolution Approving Interlocal Cooperation Agreements with Provo City for the Provo Pedestrian Overpass Bridge TIGER Project. Ms. DeLoretto was joined by Ms. Bening. Ms. DeLoretto summarized the resolution, which authorizes execution of an interlocal agreement with Provo City, as well as Supplement No. 1 to that agreement. The interlocal agreement defines the roles and responsibilities of UTA and Provo City as they relate to the design and construction of a pedestrian overpass bridge at the Provo FrontRunner Station. The supplement outlines the project scope and schedule and details a \$4,470,325 budget comprised of \$2,684,302 in TIGER grant funds, \$500,000 in Utah Department of Transportation (UDOT) Section 130 funds, \$1,198,959 in Mountainland Association of Governments (MAG) funds, and \$87,064 in UDOT Transportation Alternatives Program (TAP) funds. Discussion ensued. Questions on options associated with additional funding sources pursued by Provo City and project timelines were posed by the board and answered by staff.

A motion to approve R2020-04-05 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

R2020-04-06 Resolution Authorizing the Purchase of Real Property with Boyer Lake Pointe, L.C. (Parcels 119:2E, 119:3E, 119:4E, 119:5E, 119:A, 119:C, and 119:E). Paul Drake, UTA Director of Real Estate and Transit-Oriented Development, explained the resolution, which authorizes the purchase of seven parcels of land needed for right-of-way on the Utah Valley Express (UVX) bus rapid transit (BRT) project. The total property cost is \$1,444,152, including a \$325,251 administrative settlement. Discussion ensued. Questions on the purchase price and Federal Transit Administration (FTA) approval were posed by the board and answered by staff.

A motion to approve R2020-04-06 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously, with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

R2020-04-07 Resolution Authorizing the Obligation and Drawdown of Coronavirus Aid, Relief, and Economic Security Act Grant Monies by the Executive Director. Ms. Gonot was joined by Ms. DeLoretto and Bob Biles, UTA Chief Financial Officer. Ms. Gonot mentioned the recent passage of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. The legislation apportions \$187,175,694 to UTA's Urbanized Area Section 5307 Grant Program. Eligible expenses can be applied to a wide array of agency functions, including planning, capital, and operations costs. The funding is provided at 100% federal share with no local match required. The resolution authorizes the executive director to execute grants for expenses allowed under the CARES Act that do not exceed the approved 2020 operating or capital budgets. Ms. Gonot mentioned there are additional funds available to help cover costs incurred by the COVID-19 pandemic, including 5337 and Federal Emergency Management Agency (FEMA) funds. Discussion ensued. Questions on drawdowns specific to R2020-04-07, agency mechanism for tracking costs, and plans for leveraging different funding programs were posed by the board and answered by staff.

A motion to approve R2020-04-07 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

Contracts, Disbursements, and Grants.

Pre-Procurements. Todd Mills, UTA Sr. Supply Chain Manager, was joined by Kevin Anderson, UTA Facilities Maintenance Manager, and Brandon Heath, UTA Civil Engineer III. Mr. Mills indicated the agency intends to procure the following:

- i. Meadowbrook Building Roof Maintenance
- ii. Jordan River Rail Facility Restroom Installation

Discussion ensued. Questions on potential duplication of work on the Meadowbrook roof and lifespan of the Meadowbrook roof replacement were posed by the board and answered by staff.

Grant Application: Depot District and Ogden Electric Vehicle Charging Infrastructure (Rocky Mountain Power Special Projects Grant). Ms. DeLoretto stated UTA's intention to apply for a grant for electric vehicle overnight charging infrastructure at the Depot District facility and an on-route fast charger for the Ogden-Weber BRT project. Discussion ensued. A question on the planned location of the on-route fast charger was posed by the board and answered by Ms. DeLoretto.

Chair Christensen called for a break at 9:48 a.m.

The meeting resumed at 10:00 a.m.

Discussion Items.

UTA 2020 Benchmark Survey. Nichol Bourdeaux, UTA Chief Communications & Marketing Officer, was joined by Andrea Packer, UTA Communications Director; Chad Harris and Jen Riley with R&R Partners; and Blake Moore and Alex Bean with Cicero Group. Ms. Packer delivered a presentation detailing the survey methodology, qualitative findings, quantitative findings, data related to the use of UTA services, and data related to UTA marketing and messaging. Overall, the survey showed UTA's image maintains a strong base of public support; perceptions about accountability, responsiveness, and good use of public funds have improved; perceptions of UTA services are positive; and service frequency and coverage are top motivators for ridership.

Discussion ensued. Questions on sampling across the service district, inclusion of survey questions about fare increases, mode preferences, the definition of "improved tech," comparison of "positive impression among the general public" percentages to other agencies, changes in the agency's advertising strategy due to COVID-19, reasons fewer people are seeking information about riding, mobile apps, and reasons people use the

UTA website as their primary source of information about agency services were posed by the board and answered by staff.

Chair Christensen suggested creating a book club for UTA riders as an engagement opportunity. He also suggested looking into which apps participants are accessing for information about UTA and its services.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, April 29, 2020 at 9:00 a.m.

Adjournment. The meeting was adjourned at 11:17 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
cgriffiths@rideuta.com
801.237.1945

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/599089.html> for entire content.

This document along with the digital recording constitute the official minutes of this meeting.

Appendix

Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting April 15, 2020

Received April 14, 2020 from George Chapman:

Comments for April 15 Board meeting

I, and I believe most Utahns, would be upset knowing that UTA is rushing ahead with the Pt of the Mountain project that way too many developers believes will result in a TRAX to Lehi. UTA should not be asking for a grant for an EIS for the project, at least until the study shows that it makes economic and financial sense.

UTA's focus now should be on cost effective transit service. Passenger subsidies of \$20 a rider for car share (average) and hundreds of dollars for FrontRunner (at times) is not efficient nor sustainable.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Carolyn Gonot, Executive Director

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Agency Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest including:</p> <ul style="list-style-type: none">• Service Choices Update



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Shule Bishop, Government Relations Director
PRESENTER(S): Shule Bishop, Government Relations Director

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Government Relations Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	Shule Bishop, UTA Government Relations Director will report on transit-related issues and actions of the Special Legislative Session.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Kent Millington, Board of Trustees
PRESENTER(S): Kent Millington, Board of Trustees

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Pension Committee Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	The Pension Committee met on April 22, 2020. Trustee Kent Millington sits on the Pension Committee and will provide an update on Pension Committee activities.
ATTACHMENTS:	Excerpt from Cambridge Pension Report Q1 2020

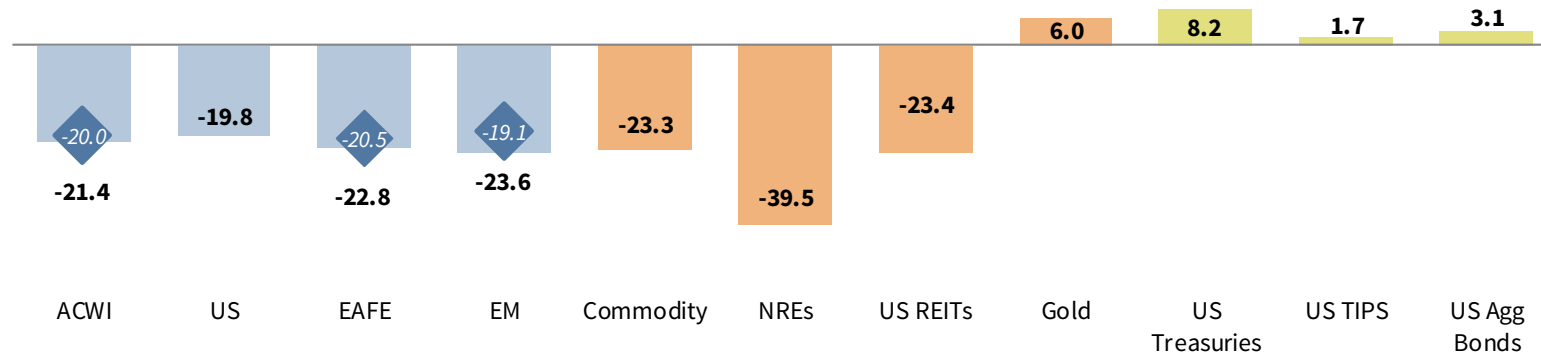
Risk assets plunged in Q1

ACWI suffers its worst quarter since late 2008; higher beta credit suffers from limited liquidity and rising downgrade concerns

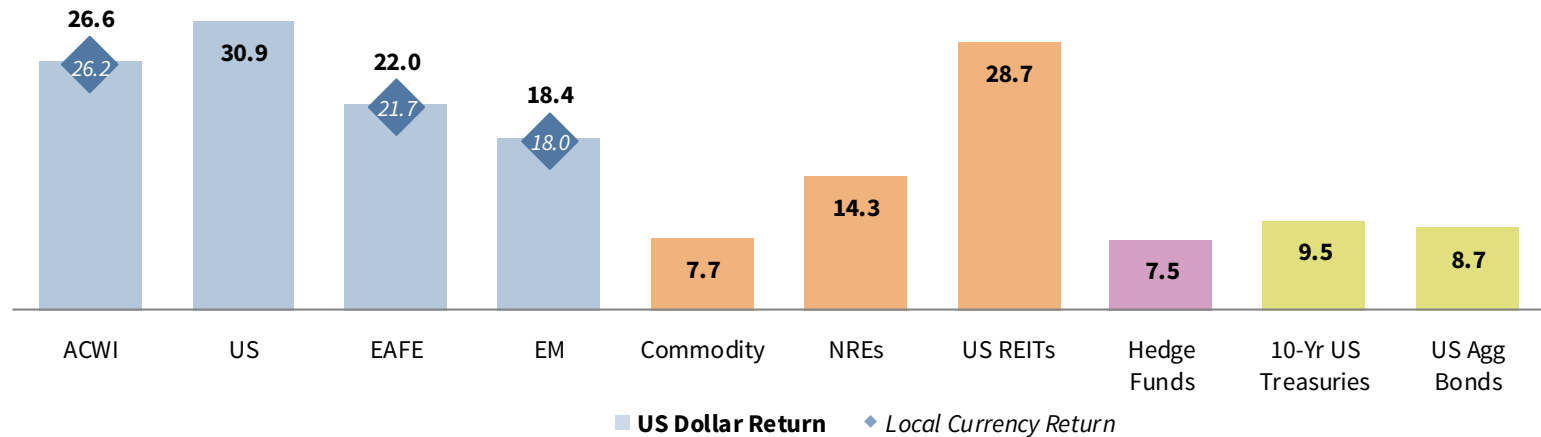
GLOBAL ASSET CLASS PERFORMANCE

As of March 31, 2020 • US Dollar

QTD Returns (%)



CY 2019 Returns (%)



Sources: Bloomberg Index Services Limited, Bloomberg L.P., FTSE International Limited, Intercontinental Exchange, Inc., MSCI Inc., National Association of Real Estate Investment Trusts, and Thomson Reuters Datastream. MSCI data provided as is without any express or implied warranties.

Notes: All returns are total returns; total return data for all MSCI indexes are net of dividend taxes. Asset classes represented by: MSCI AC World Index (ACWI), MSCI US Index (US), MSCI EAFE Index (EAFE), MSCI Emerging Markets Index (EM), Bloomberg Commodity Total Return Index (Commodity), market cap-weighted Datastream Developed Energy Index and Datastream Developed Basic Resources Index blend (NREs), FTSE® NAREIT All Equity REITs Index (US REITs), Gold Bullion Spot Price (Gold), Bloomberg Barclays US Treasury Index (US Treasuries), Bloomberg Barclays US TIPS Index (US TIPS), Bloomberg Barclays US Aggregate Bond Index (US Agg Bonds), and Bloomberg Barclays Long-Term Government/Credit (Long Gov/Credit), respectively.

Benefits of diversification

As of March 31, 2020

THE BENEFITS OF DIVERSIFICATION: GLOBAL AND US INDEXES

2008–20 • US Dollar

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Strategy	2010-19 10-Year AACR	2010-19 Ann Std Dev	Sharpe Ratio
5.2%	78.5%	29.1%	8.3%	19.7%	43.3%	28.0%	5.7%	31.7%	37.3%	0.0%	36.4%	3.1%	US Large-Cap Growth	15.2%	13.2	1.16
-28.9%	37.2%	27.9%	7.8%	18.2%	34.5%	13.5%	2.8%	17.3%	30.2%	-1.5%	28.7%	-14.1%	US Small-Cap Growth	13.0%	17.7	0.74
-35.6%	34.5%	24.5%	2.6%	18.1%	33.5%	13.0%	0.5%	11.8%	25.0%	-4.0%	28.5%	-22.8%	Public Real Estate	12.6%	14.8	0.85
-36.8%	31.8%	18.9%	0.4%	17.5%	32.5%	6.0%	-0.8%	11.3%	22.2%	-8.3%	26.5%	-23.3%	US Large-Cap Value	11.8%	12.7	0.93
-37.7%	28.0%	16.8%	-2.9%	17.3%	22.8%	5.6%	-1.4%	11.2%	13.7%	-9.3%	22.4%	-23.4%	US Small-Cap Value	10.6%	16.8	0.63
-38.4%	20.6%	16.7%	-5.5%	15.3%	2.9%	4.2%	-3.8%	8.6%	8.7%	-11.2%	22.0%	-23.6%	Non-US Dev Mkts	5.5%	14.6	0.38
-38.5%	19.7%	15.5%	-12.1%	14.6%	-2.0%	-2.2%	-7.5%	7.1%	7.8%	-12.9%	18.4%	-25.8%	US Bonds	3.7%	2.9	1.30
-43.4%	18.9%	7.8%	-13.3%	4.2%	-2.6%	-4.9%	-14.9%	2.6%	3.5%	-13.8%	8.7%	-26.7%	Emerging Mkts	3.7%	17.2	0.21
-53.3%	5.9%	6.5%	-18.4%	-1.1%	-9.5%	-17.0%	-24.7%	1.0%	1.7%	-14.6%	7.7%	-35.7%	Commodities	-4.7%	13.6	-0.35

Spread of Returns Between Highest- and Lowest-Performing Strategies within a Given Period

Percentage Points

58.6	72.6	22.5	26.7	20.8	52.8	45.0	30.3	30.7	35.6	14.6	28.7	38.8	20.0
------	------	------	------	------	------	------	------	------	------	------	------	------	------

Sources: Bloomberg Index Services Limited, Bloomberg L.P., Frank Russell Company, FTSE International Limited, MSCI Inc., National Association of Real Estate Investment Trusts, and Thomson Reuters Datastream. MSCI data provided "as is" without any express or implied warranties.

Notes: US large-cap style represents the performance of the Russell 1000® style indexes. US small-cap style represents the performance of the Russell 2000® style indexes. Non-US Dev Mkts represents the performance of the MSCI Europe, Australasia, and Far East (EAFE) Index. Emerging Mkts represents the performance of the MSCI Emerging Markets Index. US Bonds represents the performance of the Bloomberg Barclays US Aggregate Bond Index. Public Real Estate represents the performance of the FTSE® NAREIT All Equity REITs Index. Commodities represents the performance of the Bloomberg Commodity Total Return Index. Total return data for all MSCI indexes are net of dividend taxes. Data for 2020 as of March 31.

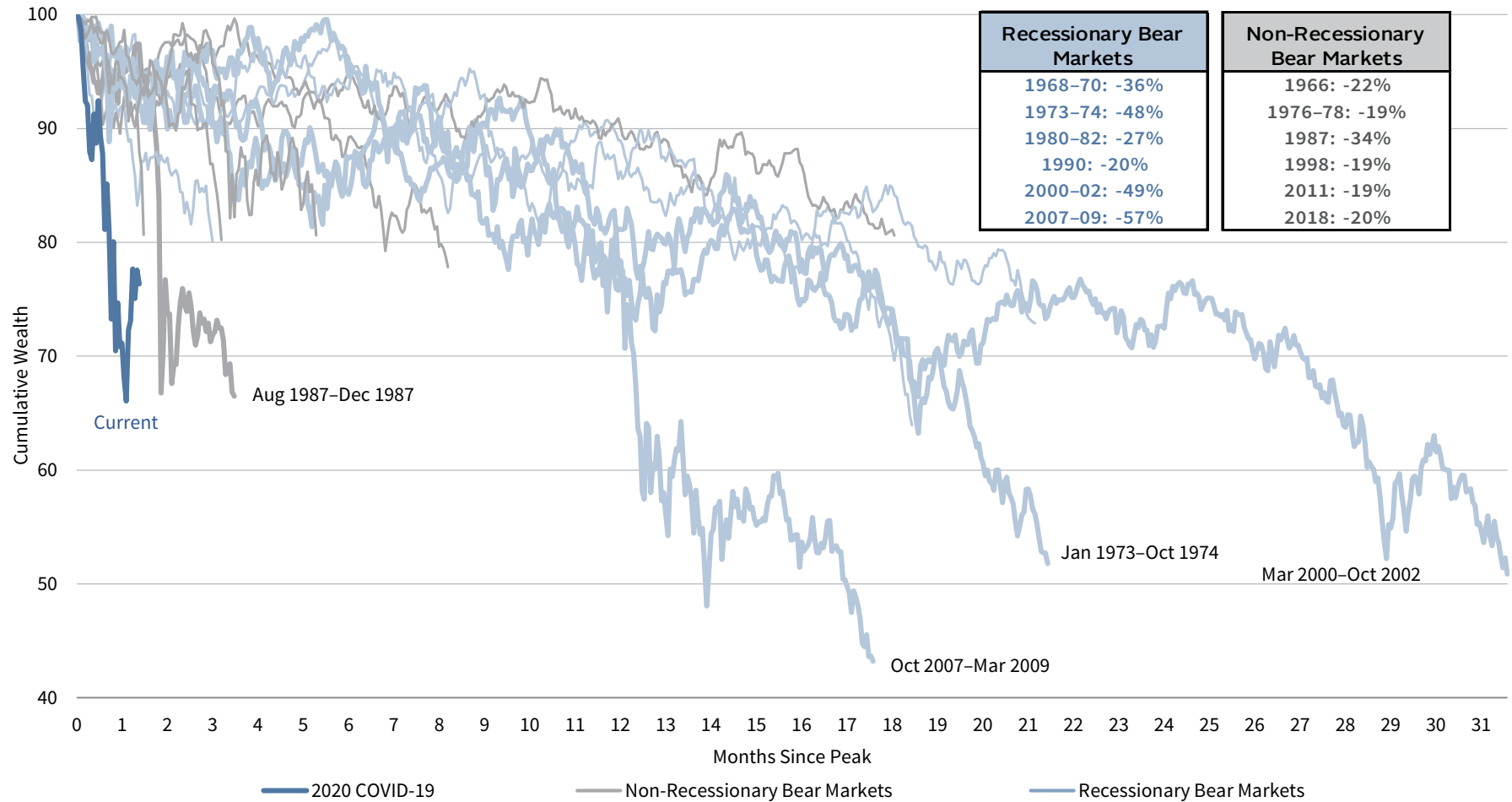
588a

The fastest bear market in history

It took just 16 trading days for the S&P 500 to close down more than 20% from its February 19 record high

S&P 500 BEAR MARKETS

February 9, 1966 – March 31, 2020 • Rebased to 100 at Cycle Peak



Sources: NBER, Ned Davis Research, Standard & Poor's, and Thomson Reuters Datastream.

Notes: Recession-related bear markets are highlighted in light blue, occurring in 1968-70, 1973-74, 1980-82, 1990, 2000-02, and 2007-09. Recessions defined by NBER business cycle reference dates. Non-recession-related bear markets represented by gray lines, occurring in 1966, 1976-78, 1987, 1998, 2011, and 2018. Bear market defined as peak-to-trough drawdown of at least 19%. Current bear market trough occurred on March 23, 2020, and is updated through March 31, 2020, as the current cycle is ongoing.

Historical Bull & Bear Equity Markets

MAJOR PRICE REVERSALS IN THE MSCI ALL COUNTRY WORLD

As of April 17, 2020 • US Dollar

Bull Markets				Bear Markets			
Trough	Peak	Duration	Price Return (%)	Peak	Trough	Duration	Price Return (%)
Oct 05 1998	Mar 27 2000	17.7	61.6	Mar 27 2000	Sep 21 2001	17.8	-41.6
Sep 21 2001	Mar 19 2002	5.9	20.5	Mar 19 2002	Oct 09 2002	6.7	-31.1
Oct 09 2002	Oct 31 2007	60.7	152.3	Oct 31 2007	Oct 27 2008	11.9	-52.3
Oct 27 2008	Nov 04 2008	0.3	21.8	Nov 04 2008	Nov 20 2008	0.5	-23.4
Nov 20 2008	Jan 06 2009	1.5	23.8	Jan 06 2009	Mar 09 2009	2.0	-26.8
Mar 09 2009	May 02 2011	25.8	107.1	May 02 2011	Oct 04 2011	5.1	-23.9
Oct 04 2011	May 21 2015	43.5	62.7	May 21 2015	Feb 11 2016	8.7	-20.2
Feb 11 2016	Jan 26 2018	23.5	55.7	Jan 26 2018	Dec 25 2018	10.9	-20.8
Dec 25 2018	Feb 12 2020	13.6	33.3	Feb 12 2020	Mar 23 2020	1.3	-33.9
Mar 23 2020	Apr 17 2020	0.8	25.1				
Median		20.6	49.3	Median		6.7	-25.8

Source: Thomson Reuters Datastream

Notes: Data reflect 20% MSCI All Country World Price Index reversals. Highlighted are the last 10 bull markets and the last 9 bear markets. Median calculations are based on the 12 bull markets and the 12 bear markets since index inception in December 31, 1987. Duration is measured in months.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer and Treasurer
PRESENTER(S): Bob Biles, Chief Financial Officer and Treasurer

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Investment Report – First Quarter 2020
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The First Quarter 2020 Investment Report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.</p>
DISCUSSION:	<p>As of March 31, the benchmark return (3-month T-bill) was 0.65%. Investment returns at the PTIF (1.66%) and Zions Capital Advisors (2.19%) exceeded the benchmark return. Investment returns on the overnight account at Zions Bank (0.27%) were below the benchmark return. The blended portfolio return of 1.66% exceeded the benchmark by 101 basis points (1.01%).</p> <p>All investments are in accordance with the Money Management Act.</p>
ATTACHMENTS:	<ul style="list-style-type: none">• First Quarter 2020 Investment Report

Utah Transit Authority

Investment Portfolio

March 31, 2020

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No current Investments		\$ -				
Zions Capital Advisors		\$ 28,541,843			2.190%	\$ 625,066
Zions Bank		\$ 12,287,951			0.270%	\$ 33,177
Public Treasurer's Investment Fund		\$ 272,944,142			1.663%	\$ 4,539,061
Total Investments		\$ 313,773,936				\$ 5,197,305

Rates as of Last Trading Day of

	<u>January</u>	<u>February</u>	<u>March</u>
Zions Capital Advisors	2.247%	2.156%	2.190%
Public Treasurer's Investment Fund	2.201%	2.103%	1.663%
Benchmark Return*	1.550%	1.580%	0.650%

*Benchmark Return is the highest of either the 3 Month T Bill rate or the Fed Funds rate.

Investments Purchased January 1 through March 31, 2020

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No purchases this quarter						

Investments Sold January 1 through March 31, 2020

Investment	CUSIP	Amount Invested	Date Sold	Sale Amount	Interest Earned	Gain
No sales this quarter						



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Bob Biles, Chief Financial Officer

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Authorization of Debt Reduction Reserve and Reallocation of Reserve Funds
AGENDA ITEM TYPE:	Reserves Action
RECOMMENDATION:	<p>Authorize a Debt Reduction Reserve account to be held by the Authority.</p> <p>Authorize the Chief Financial Officer to reallocate UTA reserve funds from the proceeds of bond refunding to achieve the following on or before December 31, 2020:</p> <ol style="list-style-type: none">1. Increase the balance in the General Operating reserve from 12% to 18% of budgeted operating expense.2. Increase the amount in the Capital Replacement reserve from \$10,7000,000 to \$45,000,000.3. Fund the Debt Reduction reserve at \$30,000,000.
BACKGROUND:	<p>In June 2019, the Board of Trustees adopted a reserve policy. That policy made several changes to UTA's designated reserves, including these for the General Operating and Capital Replacement reserves:</p> <ul style="list-style-type: none">• Combined several designated reserves into the General Operating reserve and increased the minimum balance in the reserve from 9 1/3% to 12% of budgeted operating expense.• Created a Capital Replacement reserve with a beginning balance of \$10.7 million and a goal of reaching 1% of the value of physical assets per the annual financial report. <p>After adopting the reserve policy, the Board of Trustees asked that the reserves policy come back to them for further discussion in 2020.</p> <p>At its April 8, 2020 meeting, the Chief Financial Officer updated the Board of Trustees on recent events that supported a change to certain reserve accounts and recommended the changes in the chart below.</p>

	Reserve *	Policy	12/31/20 Estimate	12/31/20 Revised
	<u>Designated Balances:</u>			
	General Operating	12% to 18% of budgeted operating expense	38,379,000	57,600,000
	Service Stabilization	3% of budgeted operating expense	9,595,000	9,600,000
	Capital Replacement	1% of physical assets	10,700,000	45,000,000
	Debt Reduction	Savings from bond refundings	<u>87,418,000</u>	<u>30,000,000</u>
	Total		\$146,092,000	\$142,200,000
DISCUSSION:	<p>Reallocation of reserve amounts will provide a more appropriate reserve level for the General Operating reserve and fully fund the Capital Replacement reserve. While reducing the amount of savings from bond refunding being deposited in a Debt Reduction reserve, the need for a larger amount has been lessened by recent refundings.</p> <p>The redistribution of reserve funds will not change the required reserve levels defined in Board of Trustees Policy 2.1 – Financial Management but will result in an increase to the General Operating reserve above the policy’s minimum requirement.</p> <p>If the Board approves these changes, the Chief Financial Officer will implement the General Operating reallocation and Debt Reduction reserve immediately and complete the Capital Replacement reallocation as quarterly refund savings become available. All changes will be in place before December 31, 2020.</p>			
ALTERNATIVES:	Reserves may be kept as they currently are or revised to levels the Board of Trustees deems appropriate.			
FISCAL IMPACT:	There are no immediate fiscal impacts. The opportunity to call bonds is more limited due to the smaller Debt Reduction amount.			
ATTACHMENTS:	None			



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Riana de Villiers, Chief Internal Auditor
PRESENTER(S): Riana de Villiers, Chief Internal Auditor

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Utah Transit Authority Policy 1.1.11 – Ethics
AGENDA ITEM TYPE:	Policy Approval
RECOMMENDATION:	Approve the revisions to UTA Policy 1.1.11 – Ethics and rescinding Corporate Policies 1.1.33 – Ethics Hotline, 6.1.9 - Whistleblower Protection Policy, and 6.1.13 – Anti-Fraud Policy (which are included in revised UTA Policy 1.1.11)
BACKGROUND:	<p>UTA Policy 1.1.11 was last revised on May 29, 2019. In line with best practice, the policy is reviewed on an annual basis to ensure it remains relevant and appropriate to support UTA’s objectives.</p> <p>To streamline policies, Ethics Policy 1.1.11, Ethics Hotline Policy 1.1.33, Whistleblower Protection Policy 6.1.9, and Anti-Fraud Policy 6.1.13 have been combined. The combination of these four policies are represented in the draft policy for consent by the Board of Trustees.</p>
DISCUSSION:	<p>The following significant changes are recommended to the Ethics Policy to better support UTA and its employees:</p> <ul style="list-style-type: none">• Gifts are addressed in more detail to define non-compliance as a criminal offense and what would constitute non-compliance• Meals provided by vendors have been better defined to assist UTA employees in their understanding of what can and cannot be accepted from third parties in terms of meals• More clarity has been provided on the definition of nominal value by assigning a value of \$10 or less• The recommended policy does not include a definition for Procurement Professionals as UTA follows the state code for the definition of Procurement Professionals. All administration and bargaining unit employees are expected to follow the same policy for the acceptance of gifts and meals• The Policy now includes a section on Prospective outside employment that stipulates employees must avoid conflicts of interest with prospective

employers and if deemed that there is a conflict of interest, the employee must take action of recusal. Any exception to the policy would need to be approved by the Executive Director

- Outside employment has been elaborated on to include that all outside employment must be disclosed to the employee's senior manager and to the Ethics Officer if there is a possibility that it represents a conflict of interest or is likely to arise. Also, the policy now notes that employees cannot use UTA resources for outside employment nor perform outside employment during UTA working hours
- A section on Fraud has been added to define management's responsibilities and what would be regarded as fraud
- Information on the anonymous ethics hotline has been added to the policy

Following consent by the Board, online training will be provided to all employees and in-person presentations to the administration employees on the ethics policy to ensure that all UTA employees understand the policy.

ATTACHMENTS:

- UTA Policy 1.1.11 – Ethics

UTAH TRANSIT AUTHORITY POLICY

No. 1.1.11

ETHICS

I.Purpose.

The integrity of UTA and its employees should be beyond reproach as UTA fulfills its obligations to be a good steward of taxpayer-funded resources. Accordingly, this Ethics and Ethics Reporting Policy establishes standards of conduct that conform to state and federal ethics laws and UTA expectations for ethical behavior. This Ethics and Ethics Reporting Policy sets forth processes for the disclosure and review of circumstances that might raise potential ethical concerns. It also establishes a mechanism for reporting ethical concerns and protecting employees who report such concerns in good faith.

II.Scope.

This Ethics Policy applies to all employees, part-time and full-time. It is based around the fundamental principles of integrity, accountability and transparency which must govern any agency which is a steward of public funds. Every situation encountered by a UTA employee may not be addressed in this policy, but the litmus test must always be that no UTA employee should ever use his or her position at UTA to further a personal financial interest.

III.Definitions.

“Business Relationship” or “Doing Business With” means an entity or individual who has or is seeking a contract with UTA, seeks or receives grant funding from UTA, provides grant funding to UTA, receives payments for goods or services from UTA, or for whom UTA pays for goods or services.

“Candidate for Public Office” means an employee who has filed for candidacy for public office, an employee who receives contributions or makes expenditures related to candidacy for public office, or an employee who coordinates with any individual or entity to receive contributions or make expenditures related to candidacy for public office.

“Confidential Information” shall mean information disclosed by the Authority during the course of an employee's employment, information developed or learned by an employee during the course of employment, and information regarding UTA's technology, techniques, processes, research, test results, agreements, employees, marketing, sales, business plans, strategies, strategic legislative plans and agendas, unpublished financial information, budgets, and projections.

“Conflict of Interest” means a personal or economic interest, outside employment, outside interest or other circumstance or relationship that impairs an employee's ability to discharge his or her duties in a legal and ethical manner consistent with the best interests of UTA.

“Controlled, Private or Protected Information” means information classified as controlled, private or protected pursuant to Utah Code Ann. §63G-2-101, et seq.

“*Designated Employee*” means an employee identified by the Executive Director. At a minimum, Designated Employees shall include UTA’s Executive Director, Director of Internal Audit, Comptroller, and Chief Officers.

“*Employee*” means any part-time or full-time employee of UTA.

“*Ethics Committee*” means a committee composed of the Ethics Officer, Compliance Officer, and an Executive appointed by the Executive Director. In the event that the Executive appointed by the Executive Director is involved in a matter brought before the Ethics Committee, then the Executive Director shall sit with the Ethics Committee in such Executive’s stead.

“*Ethics Officer*” means the Director of Internal Audit.

“*Executive*” means the Executive Director or Chief Officer.

“*Form*” means Financial Disclosure Report.

“*Fraud*” means the use of one’s occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization’s resources or assets.

“*Gift*” means:

- A. Anything of economic value that is paid, loaned, granted, given, donated, or transferred to any employee by anyone outside of UTA.
- B. Gift does not include:
 - 1. Snack Items Snacks or beverages (but not meals) of Nominal Value provided in the ordinary course of business meetings,
 - 2. Unsolicited advertising materials such as pens, pencils, note pads, calendars, and other business-related items of Nominal Value
 - 3. Items given to employees by individuals with long-standing social or family relationships, under circumstances that make it clear the relationship, rather than the employee’s position at UTA, is the motivating factor (receipt of such Gifts must be reported to a Supervisor immediately); and
 - 4. Items of Nominal Value made available to the general public or all attendees at a conference or event.

“*Local Official*” means an elected member of a local government. It also means an individual appointed to or employed in a position in a local government if that individual occupies a policymaking position, makes purchasing or contracting decisions, drafts ordinances or resolutions, drafts, makes rules, determines rates or fees, or makes adjudicative decisions. A Local Official also means the immediate family members of individuals described in this definition.

“*Meals Provided in the Ordinary Course of Business Meetings*” means meals that are paid for by a third party and provided to a group of individuals including UTA employees who are jointly working on a UTA-related matter. The cost of these meals accepted by a UTA employee must be limited to \$25.00 per occasion and \$50.00 per 12-month rolling calendar year from any specific vendor. These meals must never be solicited nor accepted with the intent to allow any type of influence on a procurement decision or action.

Meals provided for a purely social purpose outside the actual business meeting are not considered to have been provided in the ordinary course of business. Payment for such meals by a UTA vendor is considered a gift and therefore unacceptable.

“*Nominal Value*” shall mean having a market value of no more than \$10.00 and an aggregate value in a calendar year of no more than \$50.00 from any specific vendor.

“*Outside Employment*” shall mean employment by another employer as well as self-employment.

“*Personal Financial Interest*” means any type of a financial interest consisting of cash, real estate, securities, potential employment or offer of employment, contract, or other item of tangible dollar value whether held by the employee, the employee’s spouse, or other immediate family member.

“*Public Office*” means any position obtained as a result of a partisan general or special election whose duties overlap an area served by UTA.

“*Report*” means a concern reported by a UTA employee.

“*Reporter*” means an employee reporting a concern.

“*Vendor*” means an entity that currently has a Business Relationship with UTA, is seeking a Business Relationship with UTA, or is reasonably likely to seek or form a Business Relationship with UTA in the future.

IV. Policy. UTA Employees shall comply with the following standards.

A. Conflicts of Interest Generally

It is vital to the proper operation of UTA for employees to avoid not only actual Conflicts of Interest but also those situations that may be reasonably perceived by others as a Conflict of Interest. Accordingly, no employee shall make or participate by way of evaluation, recommendation or approval, in the making of any decision regarding UTA with respect to any matter in which the employee has any Personal Financial Interest. Potential Conflicts of Interest could exist in regard to outside interests, financial interests, and/or outside employment. Any employee who has an actual or apparent Conflict of Interest must immediately report the nature of such interest to a Senior Manager and/or Director in the employee’s supervisory chain and also to the Ethics Officer. Designated Employees must also disclose such actual or potential Conflicts of Interest in the Form described in Section IV (E) of this Policy.

B. Outside Financial Interests and Employment

1. General

- a. Employees are prohibited from engaging in business or other activities that may create a conflict of interest with their employment of UTA.
- b. Employees should refrain from engaging in any outside endeavor or activity which is likely to require or induce the employee to disclose Controlled, Private or Protected Information gained by reason of UTA employment.
- c. Employees are prohibited from accepting other employment or engaging in other activities that might impair independent judgment or ethical performance of assigned UTA duties.
- d. Employees are prohibited from participating in or receiving compensation for any transaction between UTA and a business entity in which an employee is an officer, director, or possesses a Personal Financial Interest.

2. Disclosure of Personal Financial Interest

Employees must disclose a Personal Financial Interest in any entity which currently conducts or is likely to conduct business in the transit industry. The disclosure must be made to both a Senior Manager and/or Director in the employee's supervisory chain and also to the Ethics Officer. The Ethics Officer will present the issue to the Ethics Committee for review and recommendation. The employee's Senior Manager and/or Director along with the Ethics Committee will evaluate the Personal Financial Interest to determine if it creates a Conflict of Interest between the private interest and the employee's duties at UTA and shall also determine if mitigation actions are required. Mitigation actions may include, but are not limited to, divestiture of the financial interest or adjustment of the employee's UTA duties.

3. Prospective Outside Employment

Any employee seeking outside employment must avoid conflicts of interest between themselves, UTA, and the prospective employer. In order to avoid actual and potential conflicts, any employee seeking, applying for, or intending to apply for a position with an outside employer may not, as an employee of UTA, make recommendations, advise, approve, negotiate, or use their influence in any dealings that involve the prospective employer. In such matters, the employee must recuse himself or herself. Any exception to this policy must be approved by the Executive Director. Approval shall only be given if recusal of the employee does not impede UTA mission accomplishment and is in the best interest of UTA.

4. Outside Employment

Employees may engage in Outside Employment in addition to their UTA employment subject to the following restrictions:

- a. Outside Employment may not compete or conflict with or compromise UTA's interests or adversely affect the employee's job performance.
- b. Employees shall not perform Outside Employment during working time paid for by UTA
- c. Employees shall not use UTA resources, including but not limited to facilities, technology resources, tools, etc., to perform Outside Employment.
- d. Employees shall not disclose UTA's Confidential Information to outside employers.

e. Full Disclosure Required – Since any outside employment by a UTA employee carries the potential for a conflict of interest to arise, all outside employment must be disclosed to an employee’s senior manager and/or director. If the senior manager and/or director believes that a conflict of interest either exists or is likely to arise, the senior manager and/or director shall provide the information to the Ethics Officer who shall, in turn, provide such information to the Ethics Committee. The Ethics Committee shall evaluate the outside employment and make a determination as to whether a conflict of interest exists or is likely to arise and also whether mitigation actions are required. Mitigation actions include, but are not limited to, direction to the employee to discontinue the outside employment or adjustment of the employee’s UTA job duties to avoid the conflict of interest.

5. Coordination with Supply Chain Organization

The Ethics Officer shall inform the Supply Chain Senior Manager about any circumstances where an employee has a financial interest, outside employment, or is conducting employment discussions with a UTA Vendor that is deemed an actual or perceived conflict of interest. The Procurement Division of the Supply Chain Management Organization shall utilize this information in taking appropriate measures to ensure that no UTA procurement action is tainted by a conflict of interest.

6. Public Officer

An employee who is a Candidate for Public Office must provide copies of all state or federal required financial disclosures to UTA’s Ethics Officer within seven days of the deadline for submitting the disclosures. If a state or federal financial disclosure is not required, an employee who is a Candidate for Public Office must submit a list of campaign donors to UTA’s Ethics Officer on a monthly basis during the period the employee is a Candidate.

C. Gifts to Employees

1. It is a criminal offense under Utah law for an employee to receive, accept, offer, or agree to receive or accept, or ask for a promise or pledge of a gift or kickback from a Vendor if done with the intent to influence any of the following actions by UTA:

- a. Award a contract or grant;
- b. Make a procurement decision;
- c. Take an action relating to the administration of a contract or grant.

2. Even where the employee does not have the specific intent described in the preceding paragraph, a UTA employee may not knowingly receive accept, take seek or solicit (either for the employee or for another person or entity) a Gift of any value from a Vendor.

3. Gifts that are perishable or not practical to return may be shared with co-workers on an occasional basis, but notice should be provided to the source of the Gift that future gifts should not be provided to any UTA employee.

4. If an employee receives a prohibited Gift, the employee may return the Gift or pay its fair market value to the person or entity providing the Gift.

5. For purposes of this gift restrictions described in this Policy, “Employee” also includes the employee’s family members.

D. Meals for Employees

1. Subject to certain exceptions described below, an employee may not accept any meals from a Vendor. Under no circumstances shall an employee solicit or accept a meal with the intent to allow acceptance of the meal to affect a procurement related decision.
2. Nevertheless, an employee may accept a meal offered under the following conditions:
 - a. Meals Provided in the Ordinary Course of Business Meeting (as defined in Section III)
 - b. The meal is part of a conference or event in which:
 - i. The cost of the meal is included in the normal registration fee paid by UTA on behalf of the employee, or;
 - ii. The employee has been invited by another entity to participate in the conference or event, such as receiving an award or recognition for public service; or
 - iii. The employee has been asked by UTA to represent UTA at the conference or event.
 - c. The meal is offered as part of a normal business meeting or event between UTA and the following entities and is generally made available to all participants:
 - i. A government entity, such as a city or county
 - ii. An organization or association, including a professional or educational association, or an association of vendors, such as the Chamber of Commerce
 - iii. An association composed of public agencies or public entities that does not as an organization or association respond to solicitations
 - d. Employees who are required to pay for work-related meals under this Policy should seek reimbursement pursuant to Policy No. 1.1.8 – UTA Travel and Reimbursement Policy.

E. Meals and Gifts to Local Officials

1. UTA employees shall only provide meals and gifts to Local Officials under one of the following circumstances:
 - a. Food or beverage has a value less than the daily meal allowance for in-state travel contained in the Utah State Food Reimbursement Rate found at Utah Administrative Code R25-7-6.
 - b. Food or beverage provided at an event, tour, or a meeting where the Local Official is giving a speech, participating in a panel discussion, or presenting or receiving an award.
 - c. The item to be provided has a value of less than \$10. (This amount is applicable to only non-food and beverage items).

F. Financial Disclosures.

1. Designated Employees must submit a Form as follows:
 - a. Within thirty days from date of hire, and each calendar year on or before October 31 throughout the term of employment, all Designated Employees shall complete and sign a Form. The current Form is available on the UTA Intranet (utonet) on the Internal Auditor’s site at: <http://utonet/administration/departments/internalaudit>

- b. Designated Employees shall provide a copy of the Form to the Ethics Officer.
 - c. Form is classified as Public Records.
 - d. Notification of requirements or failure to respond shall be given by e-mail (with a copy to the employee's supervisor), with a 5-business day opportunity to file a Form.
 - e. Failure to completely fill out, sign, and return a Form, by the extended deadline described immediately above, shall be cause for employment action, up to and including termination as determined by the Ethics Committee.
 - f. Designated Employees must complete a new Form within 10 business days of: (i) the occurrence or discovery of any new actual or apparent Conflict of Interest arising since the most recent Form; or (ii) any material change in the information previously disclosed in the most recently completed Form.
2. Review of Forms
 - a. All Forms submitted by UTA employees shall be reviewed - in confidence - by one of the following: Director of Internal Audit or designee and Compliance Officer.
 - b. If a reviewer determines that there may be a Conflict of Interest disclosed in a Form, the reviewer shall submit the Form to another reviewer for review. The two reviewers shall then meet and confer regarding the potential Conflict of Interest. If the two reviewers agree that there is a Conflict of Interest, the two reviewers shall confidentially report the conflict to the Ethics Committee. The Ethics Committee shall arrange a meeting with the individual filing the Form, to clarify and discuss the conflict. The Ethics Committee shall then determine the appropriate action. Such action may include, by way of example only:
 - i. Directing the employee to divest the conflicting asset, liability, position or agreement;
 - ii. Requiring the employee to be walled-off and segregated from any communication about or work on, the conflicting UTA issue;
 - iii. Terminating the employee.
 3. Ethics Committee Review. The Ethics Committee shall meet on an as-needed basis to discuss potential conflicts of interest or violations of the Policy.

G. Requests for Donations

1. UTA employees may not solicit donations from Vendors that exclusively benefit UTA employees. For example, employees may not solicit donations for UTA social functions.
2. Employees may solicit donations from Vendors for functions that benefit the community. For example, employees may solicit donations supporting Disadvantaged Business Enterprise workshops offered to business owners along the Wasatch Front.
3. This Policy does not apply to contributions solicited from UTA employees under Policy 1.1.1 – Charitable Solicitations.

H. Disclosures of Information

Employees are prohibited from disclosing or improperly using Controlled, Private or Protected Information acquired by reason of an official position held at UTA or while carrying out UTA duties. The employee should consult with UTA's Records Manager regarding the classification of information.

I. Political Activity

UTA employees may not:

1. Be candidates for Public Office unless the employee takes a leave of absence from UTA while a candidate for office.
2. Use official authority or influence to interfere with or affect the results of an election or nomination,
3. Directly or indirectly coerce contributions from subordinates in support of a political party, candidate, ballot issue, or political campaign, or
4. Use UTA facilities or equipment to promote a candidate for public office.

J. Restrictions Related to Former Employees

The Board of Trustees must approve the award of any contract or amendment for any goods or services with entities that hire former employees or who are represented by former employees where the former employee left UTA employment within the previous 12 months. The contract or amendment should not be approved if there is a strong appearance that hiring the former UTA employee has given or would give the Company an unfair competitive advantage in either receiving the contract or in the performance and management of the contract. The Chief Procurement Officer shall provide a recommendation for consideration by the Board of Trustees.

V.Fraud

- A. Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Any irregularity that is detected or suspect must be reported in line with section (VI).
- B. Employees shall not misuse UTA's assets for personal gain or willfully misappropriate the Authority's assets. Employees found to be engaging in fraudulent activities or theft may be subject to employment action up to and including termination.
- C. Actions constituting fraud include, but are not limited to:
 1. Misappropriation of funds, securities, supplies, or other assets
 2. Impropriety in the handling or reporting of money or financial transactions
 3. Profiteering as a result of insider knowledge of company activities
 4. Disclosing confidential and proprietary information to outside parties
 5. Accepting or seeking anything of value from contractors, vendors, or persons providing services/goods to UTA that is in contradiction with the Ethics Policy
 6. Destruction, removal, or inappropriate use of records, assets, or other equipment

VI.Reporting Suspected Ethical or Fraud Violations

- A. Employees must report suspected ethics or fraud violations. Any employee having knowledge or reasonable suspicion of ethical violations has a responsibility to report such improprieties via one of the channels identified in (VI)(B2)(e). The reports should include as much information as possible. The following suspected improprieties that should be reported include, but are not limited to:

1. Procurement fraud or collusion involving contracts or purchases with UTA contractors, subcontractors or Vendors
2. Abuse, embezzlement, or theft of UTA property or funds
3. Bribery and acceptance of gratuities or other benefits in connection with UTA operations or transactions with Vendors, contractors, and subcontractors
4. Misuse of an employee's official position through acceptance of Gifts
5. Conflicts of Interest, such as an employee doing business with UTA under a different name
6. Other unethical or illegal activities involving UTA property, employees, contractors, subcontractors or Vendors, such as check fraud or violation of computer crime statutes
7. Participation in a UTA matter in which the employee has a Personal Financial Interest

B. Investigation Procedures

UTA will investigate all reported ethical violations. An administrative investigation may be performed by either Human Resources, Civil Rights, or Internal Audit, depending on the nature of the ethical violation. The Compliance Officer will support the investigating department in the investigation process. Investigations will be conducted in the strictest confidence, and witnesses participating in those investigations shall be protected from disclosure to the extent allowed by law. Where deemed appropriate, the investigator may consult with UTA legal counsel for advice and counsel which may also protect the investigative process under the Attorney-Client Privilege.

1. Reporting Ethical Violations. Ethics violations may be reported in the following ways:
 - a. Anonymous Ethics Hotline
 - b. Ethics violations link on the UTA intranet
 - c. Employee's manager (If the incident is reported to the employee's manager, the manager must report the incident to the Ethics Officer or Compliance Officer immediately).
 - d. Ethics Officer
 - e. Compliance Officer
 - f. Human Resources Department
 - g. Civil Rights Department
2. Anonymous Ethics Hotline
 - a. The Ethics Hotline is established by UTA through a third-party vendor that provides a means for employees to anonymously report serious concerns relating to unethical conduct.
 - b. The vendor maintaining the Ethics Hotline will not disclose the identity of a Reporter to anyone in UTA, if the employee wishes to remain anonymous.
 - c. All concerns reported on the Ethics Hotline will be reviewed.
 - i. The action taken by UTA in response to a report will depend on the nature of the concern.
 - ii. Initial inquiries will be made to determine whether an investigation is appropriate and, if so, the form that it should take. Some concerns may be resolved without the need for an investigation.
 - iii. If an investigation is appropriate, it will be assigned to an internal or external investigator who will conduct an investigation and make findings.
 - d. The malicious use of the Ethics Hotline will be investigated and may result in disciplinary action.

- e. Concerns relating to unethical conduct should be reported in one of the following ways:
 - i. Website: www.lighthouse-services.com/rideuta
 - ii. English speaking: 833-940-0009
 - iii. Spanish speaking: 800-216-1288
 - iv. E-mail: reports@lighthouse-services.com (must include UTA's name with report)
 - ii. Fax alternative for written documents: 215-689-3885 (must include UTA's name with report)
- f. Reports should provide sufficient information to establish that there are grounds for a concern. In addition, concerns should be reported as soon as possible because the earlier a concern is expressed, the earlier it will be to provide a meaningful review of it.

VII. Retaliation Prohibited

- A. An employee who in good faith makes a report of fraud, waste, abuse, unethical, illegal conduct and violations of UTA policies will not be retaliated against for making a Report.
- B. Witnesses who participate in good faith in investigations into fraud, waste, abuse, unethical, illegal conduct, and violations of UTA policies will not be retaliated against.
- C. Any good faith Report, concern, or complaint is fully protected by this Policy, even if the Report, concern, or complaint is not substantiated after an investigation.
- D. For ethical concerns raised in good faith, a Garrity warning will not be used with UTA Police Officers to determine the identity of an anonymous complaint.
- E. Upon the request of the Reporter, UTA will use its best efforts to protect the confidentiality of a Reporter.

VIII. Ethics Violations

- A. An employee violating this Policy will be subject to disciplinary action as set forth in Policy 6.3.1 – Positive People Management.
- B. The Ethics Policy is intended to be simple and reasonable. A claim of lack of knowledge or understanding of the policy will not be accepted as an excuse for ethical violations. If an employee is uncertain whether an action will violate the Ethics Policy, the employee should contact the Compliance Officer or the Ethics Officer before taking the action. The decision tree attached as Appendix A provides a tool for assessing ethical considerations prior to making a decision that could result in an ethical violation.

IX. Ethics Training

Each employee of UTA must periodically complete an ethics training program approved by the Ethics Officer and, by the deadline set by the Ethics Officer, certify that such training has been completed. Employees will receive written notification informing them when they must complete Ethics training.

- A. Guidelines Regarding Ethics
 - 1. The following guidelines can also help make ethical decisions that may not be addressed by the policy:
 - a. Put loyalty to the highest moral principles above loyalty to persons or organizations.
 - b. Uphold the constitution, laws and legal regulations of the United States.
 - c. Give a full day's labor for a full day's pay.
 - d. Seek and employ more efficient and economical ways of accomplishing tasks.

- e. Never discriminate unfairly by dispensing of special favors or privileges to anyone whether for remuneration or not.
- f. Never accept favors or benefits under circumstances which a reasonable person might construe as influencing the performance of the employee's duties.
- g. Never use any information received confidentially in the performance of duties as a means for making private profit for themselves, friends or family.
- h. Report corruption wherever discovered or suspected.

X. Report to Board of Trustees

The Ethics Officer shall report on this Policy to the Board of Trustees as requested.

This UTA Policy was reviewed by UTA's Chief Officers on February 18, 2020, by the Board of Trustees on _____, and approved by the Executive Director on this ____ day of _____. This policy takes effect on the latter date.

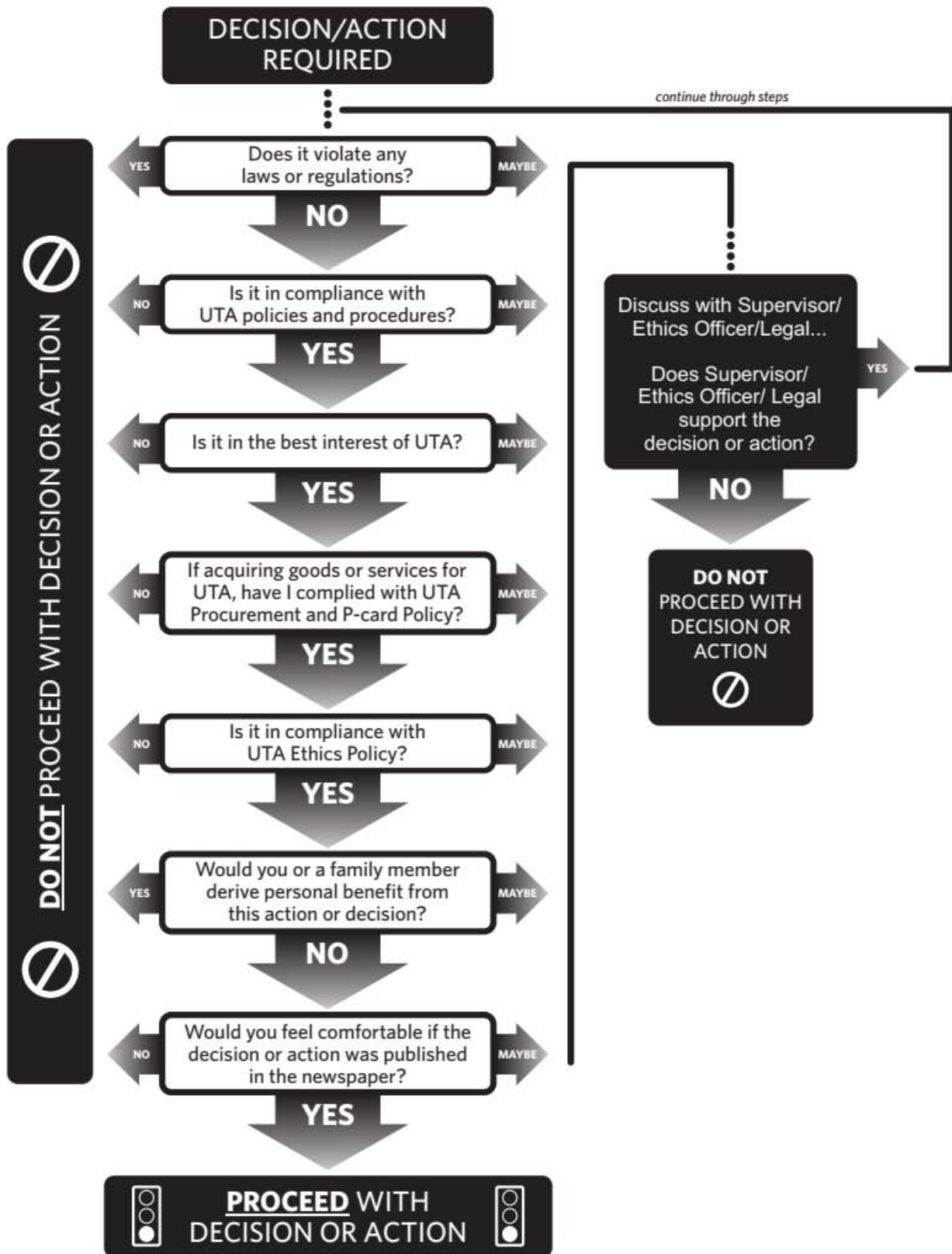
 Carolyn Gonot
 Executive Director

Approved as to form:

 Michael Bell Assistant Attorney General
 UTA Legal Counsel

Revision History		Owner
Revised	11/23/2003	
Revised	12/5/2005	
Revised, Renamed, and Converted from an SOP to a Corporate Policy	5/3/2016	
Revised	12/5/2017	
Revised	5/29/2019	Ethics Officer
Revised UTA Policy 1.1.11 and rescinded Corporate Policies 1.1.33 – Ethics Hotline Policy, 6.1.9 -Whistleblower Protection Policy, and 6.1.13 – Anti-Fraud Policy (which were included in revised UTA Policy 1.1.11)	TBD	Ethics Officer

Appendix A





MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Alisia Wixom, IT Project Manager
PRESENTER(S): Alisia Wixom, IT Project Manager

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) Sole Source Contract
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve award of sole source contract in the amount of \$199,988 with Talrace, LLC and authorize Executive Director to execute the contract and associated distributions.
BACKGROUND:	<p>Included in the 2025 Transit Management Systems (TMS) Program, is the rewrite of the Computer Aided Dispatch (CAD) / Automatic Vehicle Location (AVL) software for all UTA vehicles. The original CAD/AVL system was developed over 14 years ago and the technology infrastructure is at end-of-life which prevents new functionality from being added. The purpose of the CAD/AVL software is for the TCC (Transit Control Center) and others to track the Buses and Rail and to send messages to the vehicle operator.</p> <p>In December 2019 a CAD/AVL contract was bid and awarded to Talrace, LLC, for 3,000 hours of development to complete the Mapping component of the CAD/AVL system. The total contract value was \$82,500 with 2019 CAPEX funds. Talrace is an offshore programming provider, therefore the first phase was awarded as a pilot phase to track performance, with a second phase planned for either bid or sole source depending on the outcome of phase I. The next phase of this project will be funded with 2020 CAPEX funds from ICI197 for the remaining work to complete the project.</p>
DISCUSSION:	Talrace has performed exceptionally well in Phase I, delivering all items on time and as requested. This is a Sole Source Contract for the next phase of the project that will allow the developers at Talrace to continue their development work by adding additional functionality to the CAD/AVL system. This will include: Messaging, Incident Log, and interface with the Mobile Communication Devices (MCD) and the new Rail Mobile Data Devices (MDD), all of which are critical components of the total CAD/AVL project. This contract is for 6,666 development hours at a contract rate of \$30 per hour for a total of \$199,980. This brings the total for both Talrace contracts on this project to \$282,480.

	<p>By doing a sole source contract for this phase it allows us to maintain the project timeline and capitalize on the knowledge that the existing Talrace developers have, eliminating the time, cost, and risk that onboarding a new development team creates.</p> <p>As a part of the sole source request, a cost/benefit analysis was performed. Continuing with the existing development group will save approximately \$109,000 in rates and additional hours required to get another firm up to speed.</p> <p>The Project Manager requires the developers to check in daily, M-F at 8:00 am to ensure they are meeting on-time delivery performance. Weekly reviews are required to outline what work the team will focus on for the week. Every two weeks the developers are required to complete a sprint of functionality and review with the business stake holders for their testing and approval.</p>									
<p>CONTRACT SUMMARY: This section may be removed if the agenda item is not a contract.</p>	<p>Contractor Name: Talrace, LLC</p> <table border="1" data-bbox="402 821 1565 1102"> <tr> <td data-bbox="402 821 1003 867">Contract Number: 20-03250</td> <td data-bbox="1003 821 1565 867">Existing Contract Value: Phase I \$82,500</td> </tr> <tr> <td data-bbox="402 867 1003 947">Base Contract Effective Dates: 12/2019-3/2020</td> <td data-bbox="1003 867 1565 947">Extended Contract Dates: 5/1/20-12/31/20</td> </tr> <tr> <td data-bbox="402 947 1003 1026">Amendment Amount: Phase II \$199,988</td> <td data-bbox="1003 947 1565 1026">New/Total Amount Contract Value: \$282,480</td> </tr> <tr> <td data-bbox="402 1026 1003 1102">Procurement Method: Sole Source</td> <td data-bbox="1003 1026 1565 1102">Funding Sources: 2020 CAPEX, ICI197</td> </tr> </table>		Contract Number: 20-03250	Existing Contract Value: Phase I \$82,500	Base Contract Effective Dates: 12/2019-3/2020	Extended Contract Dates: 5/1/20-12/31/20	Amendment Amount: Phase II \$199,988	New/Total Amount Contract Value: \$282,480	Procurement Method: Sole Source	Funding Sources: 2020 CAPEX, ICI197
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Amendment Amount: Phase II \$199,988	New/Total Amount Contract Value: \$282,480									
Procurement Method: Sole Source	Funding Sources: 2020 CAPEX, ICI197									
<p>ALTERNATIVES:</p>	<p>An RFP would be issued</p>									
<p>FISCAL IMPACT:</p>	<p>\$109,000 in cost avoidance by using the previous developers.</p>									
<p>ATTACHMENTS:</p>	<ul style="list-style-type: none"> • Sole Source Contract 									

PROFESSIONAL SERVICES AGREEMENT

March 2020

UTA CONTRACT NO. 20-03250CG _____

Cad/AVL Rewrite

This Professional Services Agreement is entered into and made effective as of the 31st day of March, 2020 (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and TALRACE, a Software Developer ("Consultant").

RECITALS

- A. UTA desires to hire professional services for a rewrite of the Computer Aided Dispatch (CAD)/Automatic Vehicle Location (AVL) software.
- B. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

- a. Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager

shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

3. PROGRESS OF WORK

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than 12/31/2020. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. COMPENSATION

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to

perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).

2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments
- UTA Terms and Conditions
- UTA Solicitation Terms
- Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any

requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. **INVOICING PROCEDURES**

- a. Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall

have the right to approve all subcontractors, such approval not to be withheld unreasonably.

- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. KEY PERSONNEL

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

13. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

14. TERMINATION

a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

a. It is hereby agreed that the following information is not considered to be confidential:

- A. Information already in the public domain;
- B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
- C. Information developed by or in the custody of Consultant before entering into this Contract;
- D. Information developed by Consultant through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. PUBLIC INFORMATION

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements, provided that the coverage is written on a "following form" basis.

i. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

ii. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language:

“The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

iii. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

d. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

e. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

f. Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.

g. Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

h. UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

20. OTHER INDEMNITIES

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this

Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

Consultant is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

22. **PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

23. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Chad Gonzales/Contractor's Alena Porter	Five calendar days
UTA's Troy Hamilton/Contractor's Alena Porter	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator.

If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

24. **GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.

25. **ASSIGNMENT OF CONTRACT**

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

26. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. **NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority
ATTN: Chad Gonzales
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Consultant:

Talrace

ATTN: Alena Porter

126 Deer Song Dr., Winter Springs, FL 32708

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Chad Gonzales, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. **INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES**

- a. The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- c. Consultant shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD PARTY BENEFICIARY**

The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.

32. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

33. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

34. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or

documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

35. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

36. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

37. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

UTAH TRANSIT AUTHORITY:

Talrace

By _____
By _____

Name Alena Porter
Title Owner

By _____
By _____

Name _____
Title _____

By _____

CAD/AVL Scope:

- This project is the focus on the rewrite of the Computer Aided Dispatch (CAD) / Automatic Vehicle Location (AVL) software. Including:
 - Adding an additional 15 features to current CAD/AVL to provide additional updates and notifications including:
 - Employee location
 - Weather conditions
 - Road conditions
 - Duress notifications
 - Scrolling alerts, etc. An accident or worse could be prevented with the updates/notifications about weather therefore potentially high savings in an emergency (FEMA related)
 - Other messaging as may be required.
 - Incident Log
 - Addition of a new Checkbox in CAD/AVL – Service Request: Adding a check box to the CAD/AVL for “Green Sheet” for when TCC Asks operators to fill out a green sheet for an incident. It should send an email to the supervisor group for the division the block is assigned to when that box is checked and saved.
 - User Settings / Configuration modifications
 - Notification settings
 - Filtered view settings based on permissions
 - Yard and Tail Trax
 - (1) Automating the YTT schedule including; layout and architecture, standard and exception templates, overwrite capabilities, validation messages, and error handling, etc. and (2) Integrate Ridership Data View; layout and architecture, integrate ridership data from Init, integrate Train data from Trapeze, display ridership data by line and train. (3) Schedule Events and Templates; design and architecture, create onetime events, reoccurring events, integrate with exception templates.
 - Automatically pull the vehicle location information: consist, location, track into a map, show which cars are coming due for maintenance, and if those cars will be removed or added throughout the day.
 - Employee List in AVL – Service Request: Employees who no longer work at UTA are listed, and new employees are not shown.
- This software will interface with Mobile Communication Device (MCD) and the new MDD (Rail Mobile Data Device) Software. The CAD/AVL system will consist of several modules and will run on both Windows Operating System and Android Operating System.
- This software will be compatible with the upgraded hardware that will be purchased.

Technology list that is required for this engagement:

- Microsoft Azure cloud
- ESB, Event Hub
- API Management
- RESTful services
- Microsoft Visual Studio .NET CORE
- Xamarin
- Angular
- Microsoft Azure Functions
- Microsoft Cosmos DB and/or SQL Server
- Machine Learning and Azure Cognitive services
- Google maps
- AKS
- GIT as a source control

- Azure DevOps as an Agile project management tool Process related tools and methods the contractor will be required to be a part of:
 - Agile SCRUM (daily standups, sprint planning, retrospective, sprint review, etc.)
 - Azure Portal
 - Azure DevSecOps
 - Azure CI/CD
 - Unit testing, Integration testing, Automation Testing
 - Azure Application Insights for app monitoring

Exclusions:

- Paratransit is currently excluded as there is not a device on paratransit that communicates with AVL. Should the appropriate hardware be installed, Paratransit could easily connect.
- Hardware Replacement
- MDT Rewrite
- MDC Rewrite
- MCD Rewrite



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Light Rail SD100 Low Voltage Power Supply (LVPS) Overhaul	
AGENDA ITEM TYPE:	Expense Contract	
RECOMMENDATION:	Approve award and authorize Executive Director to execute contract and associated disbursements with LES Services Electro-Techno Inc. in the amount of \$425,724.	
BACKGROUND:	The Low Voltage Power Supply (LVPS) on 23 SD-100 light rail vehicles and three spares need to be overhauled. This procurement is part of the light rail overhaul program. The LVPS units are approximately 20 years old and require a comprehensive midlife overhaul to allow them to continue in service for an additional 15-20 years.	
DISCUSSION:	<p>UTA Staff is requesting approval of contract with LES Services Electro-Techno Inc. in the amount of \$425,724 for the overhaul of 26 LVPS units. The LVPS midlife overhaul scope of work includes cleaning, disassembly, refurbishment, necessary repairs, minor paint touchups, replacement of components (as needed to meet the service life requirement for an additional 15-20 years) and testing of the LVPS units. Additionally, under the terms of this agreement, the Insulated Gate Bipolar Transistors (IGBT) will be upgraded. This is a best value procurement. The project is scheduled to be completed after two years.</p> <p>2020 Cost: \$196,488 2021 Cost: \$229,236</p>	
CONTRACT SUMMARY:	Contractor Name: LES Services Electro-Techno Inc.	
	Contract Number: 19-03155	Existing Contract Value: N/A
	Base Contract Effective Dates: 2020 – December 30, 2021	Extended Contract Dates: N/A
	Amendment Amount: N/A	New/Total Amount Contract Value: \$425,724.00
	Procurement Method: RFP	Funding Sources: Local

ALTERNATIVES:	Failure to overhaul the LVPS components will result in service interruptions. The power system will deteriorate and the faults would be more frequent and maintenance costs would increase.
FISCAL IMPACT:	The requested amount for 2020 is budgeted in the Light Rail Overhaul Program capital budget.
ATTACHMENTS:	<ul style="list-style-type: none">• Contract 19-03155



GOODS SUPPLY AGREEMENT

SD100 Low Voltage Power Supply (LVPS) Overhaul

THIS GOODS SUPPLY AGREEMENT (“Contract”) is hereby entered into by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and LES SERVICES ELECTRO-TECHNO INC.(the ”Contractor”).

RECITALS

WHEREAS, on January 6, 2020, UTA received competitive proposals to provide services to overhaul the LVPS system on UTA’s SD100 Light Rail Vehicles (LRV’s) and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 19-03155 (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Proposal dated January 6, 2020 submitted by the Contractor in response to the RFP (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods in accordance with the Contract, including performing any installation, testing commissioning and other Services described in the Contract, Exhibit A (Scope of Work), and Exhibit C (Schedule).

TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than December 30, 2021. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

1. COMPENSATION AND FEES

UTA shall pay Contractor in accordance with Exhibit B (Price Form), Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed.

2. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Materials Supply Agreement (including any exhibits and attachments hereto).

2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

3. INSPECTION, DELIVERY AND TRANSFER OF TITLE

- a) Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b) Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c) After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d) Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued

and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

4. INVOICING PROCEDURES AND RECORDS

- a) Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b) UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

5. WARRANTY OF GOODS AND SERVICES

a. Contractor warrants that all Goods and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade.

6. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together

with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

7. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

8. INSURANCE REQUIREMENTS

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form** - Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$4,000,000 |
| • Products – Completed Operations Aggregate | \$2,000,000 |
| • Personal and Advertising Injury | \$2,000,000 |
| • Each Occurrence | \$2,000,000 |

The policy shall be endorsed to include the following additional insured language: "Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

2. **Automobile Liability** - Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract.

Combined Single Limit (CSL)	\$2,000,000
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The policy shall be endorsed to include the following additional insured language: "Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."

3. **Worker's Compensation and Employers' Liability** or the equivalent worker's compensation laws and regulations of Canada, to the extent they exist.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against UTA.

d. The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

9. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit

or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

10. INDEPENDENT CONTRACTOR

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

11. USE OF SUBCONTRACTORS

- a) Contractor shall not subcontract any services to be performed by it under the Contract other than those listed and identified in Contractor's proposal without prior approval of UTA.
- b) Contractor shall pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days from receipt of each payment UTA makes to Contractor, unless other arrangements are agreed to in writing by the parties involved. UTA shall have no obligations to any subcontractors retained by Contractor.

12. CONTRACTOR SAFETY COMPLIANCE

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems management company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is

available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

13. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

14. TERMINATION

a. UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. If Contractor materially fails to deliver the Goods in accordance with the Contract requirements, fails to perform any Services in the manner called for in the Contract, or fails to comply with any of its obligations under the Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within seven (7) days after receipt of written notice from UTA, UTA may, at its discretion:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

d. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

15. CHANGES

UTA may direct changes to the Contract. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). No change in the Contract shall be made unless made pursuant to a mutually executed written instrument designated to be a change order or contract amendment. Oral changes to the Contract are not permitted.

16. AUDIT

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

17. FINDINGS CONFIDENTIAL

a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.

b. It is hereby agreed that the following information is not considered to be confidential:

1. Information already in the public domain;
2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
3. Information developed by or in the custody of Contractor before entering into this Contract;
4. Information developed by Contractor through its work with other clients; and
5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

18. PROJECT MANAGER

UTA's Project Manager for the Contract is Kyle Stockley, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3048.

19. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Jolene Higgins, Grants & Contracts Administrator, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-1925.

20. PROHIBITED INTEREST

No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

21. NOTICES OR DEMANDS

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and will be personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Grants & Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:

Les Services Electro-Techno Inc.
ATTN: Ben Lefebvre
2055, Roy
Sherbrooke, Quebec, Canada, J1K 1B8

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

22. DISPUTE RESOLUTION

a. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

b. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager, Kyle Stockley/Contractor’s Project Manager/Ben Lefebvre, President & VP Sales	Five calendar days
UTA’s Acting Light Rail General Manager, Cheryl Beveridge/Ben Lefebvre, President & VP Sales	Five calendar days
UTA’s Executive Director, Carolyn Gonot//Ben Lefebvre, President & VP Sales	Five calendar days

Unless otherwise directed by UTA’s Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

c. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

23. GOVERNING LAW

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

24. SEVERABILITY

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

25. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

26. **NO THIRD PARTY BENEFICIARIES**

The parties enter in to the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

27. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

28. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of the Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

29. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 8, 9, 10, 11, 16, 18, 19, 22, 24, 25, 26, 28 and 29.

30. Effectiveness Date. This Agreement will become effective when all parties have fully signed it. The date of this Agreement will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual's signature).

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the day and year first above written.

UTAH TRANSIT AUTHORITY:

ELECTRO-TECHNO INC.:

By _____ Date: _____
Carolyn M. Gonot
Executive Director

By  Date 25-03-2020
Ben Lefebvre
President & VP Sales

BY _____ Date: _____
D. Eddy Cumins
Chief Operating Officer

Approved as to Form and Content

_____ Date: _____

Michael Bell
Assistant Attorney General
UTA Counsel

Reviewed & Recommended

Kyle Stockley
UTA Project Manager

Exhibit A

Scope of Work

The LVPS midlife overhaul scope of work shall include the cleaning, disassembly, refurbishment, necessary repairs, minor paint touchups, replacement of the components (as needed to meet the service life requirement for an additional 15 years) and, testing of the LVPS unit.

All work and testing shall be conducted in accordance with IEEE 16 and/or IEC 60287-1.

The overhaul procedure shall be in accordance with the OEM manufacturing/repair processes except where otherwise agreed.

UTA personnel shall be responsible for the removal and installation of the LVPS units and any associated components from the vehicles.

All mounting hardware and fasteners shall also be sourced and fitted by UTA except as otherwise specified below.

To the extent possible design improvements that have been made to the LVPS since UTA originally purchased the SD100 fleet shall be incorporated into the overhauled units (subject to UTA approval).

The Proposer shall provide a description of its recent design and manufacturing experience in providing overhaul services for static converters/inverters on rail transit vehicles including work currently being performed as described in Part 2.03.C.

Receiving Inspection and Test

On receipt, each LVPS shall undergo a thorough inspection and testing process to ascertain the condition of the unit prior to the commencement of any overhaul activities. APTA-RT-VIM-RP-016-03 shall be used as a guide for the receiving inspection.

Prior to initiating the receiving and inspection process the exterior of the LVPS unit must be cleaned using vacuum cleaners, plastic brushes, and/or dry cloths.

The Contractor shall perform a functional test of the unit to confirm proper operation prior to beginning any disassembly work. It is the responsibility of the Contractor to change any defective item that is required, whether or not the part is listed in the OEM manuals.

Any out of scope work identified shall be brought to the attention of UTA before any remedial work is undertaken. All additional costs of repair or replacement not included in the midlife overhaul scope must be approved by UTA on a case-by-case basis

Overhaul

During the disassembly process all parts shall be inspected for cracks, breaks and any obvious physical damage.

Inspect all wires and terminals for any obvious physical damage. If found, replace defective wire and/or terminals.

Inspect hinges and latches for bends or wear. If found, replace defective hinge or latch.

Inspect for missing or damaged decals and replace as required.

Report any other damage to UTA for disposition.

The Contractor shall clean every component using a vacuum and/or approved cleaner agent and lint-free rags. Compressed air shall not be used in cleaning unless specifically approved by UTA.

All gaskets, sealing compounds, O-rings, and other elastomeric components shall be replaced.

All high voltage and liquid filled electrolytic capacitors, including those mounted on printed circuit cards, shall be replaced.

Replacement includes the following capacitors;

- Main input capacitor

- Chopper module input capacitors

- All electrolytic capacitors on the printed circuit boards

The main input and chopper module capacitor are anticipated to be 240 μ F, 1500 Vdc. All capacitor values are to be verified by the Contractor and submitted to UTA.

Reforming of electrolytic capacitors is not acceptable.

The diagnostic board (A09) lithium battery shall be replaced and labeled with date of installation.

The three relays mounted on the diagnostic board (A09) shall be replaced.

Each overhauled LVPS unit must bear a stamp or tag identifying the overhaul date. The location of the stamp or tag shall be approved by UTA.

Testing and final Inspection.

The Contractor shall submit a test set-up for the LVPS unit showing all input and output power connections and all input and output connections of the control, monitoring and diagnostic signals to the satisfaction of UTA so that the LVPS unit shall perform its rated functions without any defect once it is plugged-in in a good operating vehicle. In other words, the testing facility shall simulate that the LVPS shall operate as if it is connected to an actual vehicle.

The Contractor shall perform insulation resistance testing on the completed unit.

- High voltage circuits shall be tested at 3000 Vac-rms for one minute.

- Low voltage circuits shall be tested at 900 Vac-rms for one minute.

Each overhauled unit shall be operated at full load for one hour as a burn-in test prior to shipment.

IGBT Replacement

All IGBT modules shall be disassembled and cleaned.

All IGBTs (Mitsubishi CM300HA24H) and wiring from the gate driver boards shall be replaced.

Quantity

Using the enclosed price form, the Contractor shall provide a firm fixed price for 26 LVPS units.

Using the enclosed price form, The Contactor shall provide a firm fixed price for the replacement of the IGBT described above.

Float pool

The Contractor will be provided with a maximum of 2 LVPS units at any one time.

To the extent possible, shipments to and from UTA will be in sets of 2 LVPS units.

Materials and Workmanship

The Contractor shall ensure that the refurbished LVPS unit is functioning and operating properly, was inspected, measured, repaired, and painted according to the procedures mutually agreed upon with UTA.

The Contractor shall submit tool calibration certificates.

The Contractor will be expected to address other issues that are discovered by UTA personnel during delivery or installation that weren't discovered during the initial inspection, evaluation, and repair of the LVPS unit.

Shipment

The Contractor shall receive and deliver repaired unit assembly to UTA's warehouse at 613 West 6960 South, Salt Lake City, 84047, unless otherwise advised by UTA.

UTA will prepare the units to be overhauled for pick-up by the Contractor's designee provided the Contractor provides the shipping containers and preparation instructions to UTA.

Any damage incurred in shipping the repaired assembly to UTA is the sole responsibility of the Contractor.

All shipping costs shall be the responsibility of the Contractor.

Schedule

The Contractor shall overhaul the LVPS units at a minimum rate of 2 LVPS units per month.

The overhaul work shall begin within 3 months of the contract award date.

Warranty

The contractor shall provide a warranty to repair or replace defective LVPS units for a period of 2 years from date of acceptance by UTA. The warranty shall be tracked by serial number on a per unit basis. For the defects identified during warranty period, the contractor shall submit the scope of corrective work to UTA for review and approval. The maximum time allowed to carry out such work shall not exceed 10 working days after the Contractor receives the failed unit(s). Hardware repair procedures, and time lines, shall be approved by UTA. When an identical failure of a new component, system, subsystem, major assembly, subassembly, product, part, apparatus, article, or other Material occurs within the applicable warranty period on 10% or more of the LVPS units furnished by the Manufacturer, then 100% of such item, including those with expired warranty, will be deemed to require an approved redesign, replacement, or adjustment under this warranty. Such warranty actions will be termed a “fleet defect” and will be cured only by a field modification instruction (FMI) approved by UTA's PM.

Additions and Changes

All items added or changed on the contract shall be approved by the Project Manager or designee. It is the Vendor's responsibility to notify UTA's Contract Administrator of the approved additions or changes. Contract Administrator will then amend the contract, and notify the Contractor in writing of the official acceptance of the change order. Changes are not effective until confirmed by formal amendment.

Documentation

Prior to the commencement of work the Contractor shall submit the following documentation in a UTA approved format:

Quality Assurance Plan – NTP + 30 days

Receiving Inspection and Test Procedures – NTP + 30 days

Post-Overhaul Inspection and Test Procedures – NTP + 30 days

Detailed work procedures – NTP + 60 days

Inspection and Test Reports – 5 days prior to Shipment to UTA

Repair procedures – as required.

Drawings – as required.

A Quality Control Log Sheet for each LVPS unit overhauled. The sheets must be used to record all inspection and test data and must accompany the LVPS unit from receipt through return to UTA.

At a minimum, the log sheet must include the serial number of the LVPS unit, test and inspection procedures and results, dates on which the inspection or test was conducted, and identification of the individual responsible for the work. The sheet

must reserve space for the inspector/tester to enter comments for clarification or unusual conditions.

Quality Requirements

UTA shall have the right to inspect the Contractor's repair shop and any LVPS before it is returned to UTA. UTA shall also have the right to witness any repairs performed on the unit assembly.

The Contractor shall prepare and submit a Quality Assurance plan for UTA review and approval.

The Contractor shall notify UTA when repair work will be performed, and when the first unit assembly is ready and available for First Article Inspection. Sufficient notice shall be provided to allow UTA to be present for the inspections. All related documentations shall be submitted to UTA no less than 10 working days prior to scheduled inspection.

The Contractor shall successfully complete a quality inspection and functional test each unit before the unit is returned to UTA.

Exhibit B
Price Form

Base Order

Ref	Scope	Price
1.	Unit Cost Base Overhaul	\$11,195.00
2.	Unit Cost IGBT Replacement	\$5,179.00

3.	Total cost of base overhaul 1. * 26	\$291,070.00
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4.	Total cost of IGBT Replacement 2. * 26	\$134,654.00
5	Total Cost of both 3 and 4 above	\$452,724.00

All shipping costs included in the price above.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Communications and Marketing Officer
PRESENTER(S): Nichol Bourdeaux, Chief Communications and Marketing Officer

BOARD MEETING DATE: April 29, 2020

SUBJECT:	New Design Bus Stop Signs (Intermountain Traffic Safety)											
AGENDA ITEM TYPE:	Expense Contract											
RECOMMENDATION:	Authorize the Executive Director to execute the contract and associated disbursements with Intermountain Traffic Safety in the amount of \$297,877.32.											
BACKGROUND:	<p>In 2018 the Customer Experience team, with the help of a consultant, conducted a study of all the wayfinding elements of the UTA system. The recommendations from that study have now been adopted as UTA’s new wayfinding and signage guidance.</p> <p>A competitive RFP was released in October 2019. Thirteen (13) proposals were received. In addition to qualifications and references, each vendor was required to submit a sample sign using the specifications outlined in the Scope of Work.</p> <p>In March 2020, based on past performance, price and the quality of their product, Intermountain Traffic Safety was selected and notified of the award of the contract.</p>											
DISCUSSION:	The proposed contract with Intermountain Traffic Safety allows the Customer Experience team, together with Service Planning and Facilities, to purchase new signage and start the implementation of the new wayfinding and signage guidance improvements.											
CONTRACT SUMMARY:	<table border="1"> <tr> <td colspan="2">Contractor Name: Intermountain Traffic and Safety</td> </tr> <tr> <td>Contract Number: Contract 19-03200-1</td> <td>Existing Contract Value: N/A</td> </tr> <tr> <td>Base Contract Effective Dates: 5/15/2020 - 5/15/2023</td> <td>Extended Contract Dates: N/A</td> </tr> <tr> <td>Amendment Amount: N/A</td> <td>New/Total Amount Contract Value: \$297,877.32</td> </tr> <tr> <td>Procurement Method: RFP (Best-value)</td> <td>Funding Sources: Local UTA capital funds</td> </tr> </table>		Contractor Name: Intermountain Traffic and Safety		Contract Number: Contract 19-03200-1	Existing Contract Value: N/A	Base Contract Effective Dates: 5/15/2020 - 5/15/2023	Extended Contract Dates: N/A	Amendment Amount: N/A	New/Total Amount Contract Value: \$297,877.32	Procurement Method: RFP (Best-value)	Funding Sources: Local UTA capital funds
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Amendment Amount: N/A	New/Total Amount Contract Value: \$297,877.32											
Procurement Method: RFP (Best-value)	Funding Sources: Local UTA capital funds											

ALTERNATIVES:	If the contract is not authorized, UTA will need to postpone the production and installation of the new bus stop signs. NOTE: There are several routes in the UTA system that have already received these signs as part of the original pilot roll-out.
FISCAL IMPACT:	\$297,877.32 This expense is included in the adopted 5-year capital budget.
ATTACHMENTS:	<ul style="list-style-type: none">• Contract with Intermountain Traffic Safety



INDEPENDENT CONTRACTOR AGREEMENT

UTA CONTRACT NO. 19-03200

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is hereby entered into by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (hereafter “UTA”), and Intermountain Traffic Safety (ITS), with a place of business at 2440 S 3270 W, Salt Lake City, UT 84119 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, UTA is in need of services to produce new aluminum bus stop signs; and

WHEREAS, Contractor is experienced and qualified and in a position to provide such services to UTA; and

WHEREAS, agreement has been reached for Contractor to be retained by UTA as an independent contractor under the terms and conditions herein contained.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. Services to be Performed by Contractor. UTA hereby retains Contractor to furnish and Contractor agrees to perform, to the best of its ability and in a professional manner, the services described in Exhibit “A” (“Services”), subject to the terms and conditions herein. Services for each sign shall be ordered on an individual sign basis but multiple signs may be bundled for expediency of production. The Contractor is not authorized to begin work on any signs until authorization is received from the Project Manager.
2. Term of Agreement. Subject to the provisions for termination as provided in this Agreement, the term shall be effective from the execution date of this Agreement through completion of the Services as indicated in Exhibit “A.”
3. Compensation. UTA will make payment(s) once the signs for a particular order have been completed to the satisfaction of the designated UTA Project Manager(s). Signs will be billed per unit as they are completed but no more often than once every month and UTA will have up to Net 60 days to make payment on submitted invoices.
 - A. Contract prices are to remain firm through the contract period. Contractor may request price adjustments annually on items that have experienced a price increase of at least 5% above the current contract price. Requests must be in writing and must be received sixty (60) days prior to the desired adjustment date. Contractor must provide the Agency with reasonable documentation demonstrating that the part price has actually increased by the required amount. Provided the Agency determines that price increase has been reasonably

demonstrated, the price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Commodity Group Item Code for Aluminum Sheeting PCU3313153313150.

4. Equipment, Tools, Materials, or Supplies. Unless otherwise specifically stated in Exhibit A,” all equipment, tools, materials, and supplies required to perform the services listed herein shall be provided by Contractor.
5. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this paragraph.
 - A. This Agreement may be terminated by UTA, with or without cause, upon UTA’s providing thirty (30) days prior written notice to the Contractor. The parties shall deal with each other in good faith during the thirty day period after any notice of intent to terminate without cause has been given. Contractor shall be entitled to payment for costs reasonably incurred prior to the effective date of termination.
 - B. This Agreement may be terminated by UTA in the event that UTA gives notice to the Contractor of the Contractor's default of a material term or condition of this Agreement, including the incorporated Exhibit A and the Contractor fails to cure such default within ten (10) days after receiving written notice of such default from UTA.
6. The Order of Precedence for this contract is as follows:
 1. UTA Contract Terms
 2. UTA Solicitation Terms
 3. UTA Project Specifications
 4. Contractor’s Bid or Proposal
 5. Contractor proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

7. The Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither the Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.
8. Indemnification. Contractor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all claims related to bodily injury (including death) and damage to tangible property arising from the willful misconduct or the negligent acts or omissions of Contractor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.
9. Insurance Requirements

- A. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- B. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
- C. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form - Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$3,000,000
• Products – Completed Operations Aggregate	\$3,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: “Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

2. Automobile Liability - Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract.

• Combined Single Limit (CSL)	\$1,000,000
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- 3. The policy shall be endorsed to include the following additional insured language: “Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

4. Worker's Compensation and Employers' Liability

• Workers Compensation	Statutory
• Employers Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against UTA.

- D. The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- E. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
 - F. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - G. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
10. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
11. Changes or Modifications. This Agreement sets forth the entire understanding between the parties. Oral changes or modifications are not permitted. UTA's Project Manager may, by written change order, make changes in the services provided consistent with the general scope outlined in Exhibit 'A'.
12. The Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services called for under this Agreement, the Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.
13. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. The parties exclude any and all statutes, laws and treaties which would allow or require any dispute to be decided in another forum or by other rules of decision than provided in this Agreement.
14. Ownership of Designs, Drawings and Work Product. Any deliverables prepared or developed pursuant to the Contract including, without limitation, any signage drawings, dimensions and specifications, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Services. UTA shall have full rights and privileges to use and reproduce said items.

15. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Waiver. No term of this Agreement shall be considered waived and no breach excused by either party unless such waiver is made in writing. No consent, waiver or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

17. No Authority to Bind Client. The Contractor has no authority to enter into contracts or agreements on behalf of UTA. This Agreement does not create a partnership between the parties. This Agreement shall not be assigned without the express written approval by UTA.

18. How Notices Given. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

COMPANY: Utah Transit Authority
ATTN: Contract Administrator
669 West 200 South
Salt Lake City, UT 84101

CONTRACTOR: Intermountain Traffic Safety (ITS)
ATTN: Justin Knaras
2440 S 3270 W
Salt Lake City, UT 84119

19. Project Manager. UTA's Project Manager for this Agreement shall be G.J. LaBonty, Manager Customer Experience or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to the Project Manager, or designee.

20. Contract Manager. UTA's Contract Administrator for this Agreement is Rick Wilson, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to the Contract Administrator, or designee. The Contractor shall take no action toward implementation of what it perceives to be a constructive change without express written direction from the Contract Administrator.

21. Survival. Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 6, 7, 8, 11, 12, 13, 15, 17, 18, 19, and 20.

22. Effectiveness; Date. This Agreement will become effective when all parties have fully signed it. The date of this Agreement will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual's signature).

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

UTAH TRANSIT AUTHORITY:

_____ Date: _____

Carolyn M. Gonot
Executive Director

_____ Date: _____

Nichol Bourdeaux
Chief Communications & Marketing Officer

Approved as to form and content

_____ Date: _____

Michael Bell
Assistant Attorney General
UTA Counsel

CONTRACTOR:

_____ Date: _____

Justin Knaras
Title _____

Exhibit A Scope of Work

SCOPE OF WORK

This is a firm fixed priced ordering contract whereby UTA may order signs on an as-needed basis in quantities from zero to 200 per month at the prices specified in Exhibit B. There is no minimum ordering quantity and the maximum ordering quantity for any one month is 200 signs.

The scope of work includes producing a variety of sizes of signs to be installed by owner at UTA bus stops. UTA will provide individual artwork for approximately 150-200 signs per month which will typically be one single order consisting of multiple routes, but UTA may place smaller individual route orders occasionally. Contractor will turn around all received artwork to proof and return proofs to UTA for review and approval within 2 business days. UTA's Project Manager or designee will review and either approve or return with comments, all received proof artwork within 2 business days. Approval to proceed will be marked by the date of order. Contractor will complete and deliver to UTA each sign order within three (3) weeks of receipt of order.

All signs must be manufactured according to the most current version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) standards. The contractor shall provide the quality control and acceptance will be conducted by UTA personnel.

SIZE & MATERIAL

Previously, UTA has produced bus stop signs using the following materials and design specifications:

- 0.08" Gauge Aluminum
- Avery Dennison T-1500B Reflective Graphic Film or UTA approved equivalent
- UV Coating – Avery Dennison OL-2000 or UTA approved equivalent
- 0.75 Corner radius
- Drilled holes custom-3/8" bit

UTA requires that the contractor use the material and design specification listed above or material that meets or exceeds the specifications of the products listed.

WARRANTY

Sheeting and overlay is warranted for seven (7) Years.




INSTALLATION

The final installation of all bus stop signs will be the sole responsibility of UTA.

TERM OF CONTRACT

Three (3) years with up to two (2), one (1) year extensions, not to exceed five (5) years from the date of final signature.

Exhibit B Price Form

Sign Design	Sign Type	Count	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
	Stops with one or two routes 22"x35" Hole Locations:* Hole 1: 3 in Hole 2: 17 in Hole 3: 31 in	5,600	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
			\$47.93	\$47.93	\$47.93	\$50.33	\$52.84
			Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
			\$53,681.00	\$53,681.00	\$53,681.00	\$56,369.00	\$59,180.80
	Stops with three to six routes 22"x41" Hole Locations:* Hole 1: 3 in Hole 2: 15 in Hole 3: 27 in Hole 4: 38 in	300	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
			\$55.31	\$55.31	\$55.31	\$58.08	\$60.98
			Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
			\$3,318.00	\$3,318.00	\$3,318.00	\$3,484.80	\$3,658.80
	Stops with seven to twenty routes 22"x47" Hole locations:* Hole 1: 3 in Hole 2: 17 in Hole 3: 31 in Hole 4: 44 in	60	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
			\$67.65	\$67.65	\$67.65	\$71.03	\$74.58
			Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
			\$811.80	\$811.80	\$811.80	\$852.30	\$894.90

TOTAL OVERALL COST \$ 297,877.32



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer
 David Hancock, Director of Asset Management

BOARD MEETING DATE: April 29, 2020

SUBJECT: South Temple and Main Street Curve Replacement – On-call Maintenance Task Order #102 (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:	Expense Contract Change Order	
RECOMMENDATION:	Approve task order to on-call maintenance contract and authorize Executive Director to execute the contract and associated disbursements with Stacy and Witbeck Inc. in the amount of \$705,257	
BACKGROUND:	The South Temple and Main Street Curve requires replacement. The rail has significant wear and has reached its useful life. The curve at this location is currently 20 years old and is located in a high traffic area as the curve serves multiple routes. Additionally, this particular curve is subject to more extreme wear conditions due the shape of the curve being similar to a 90-degree angle. Due to age, design, and associated wear, the curve requires replacement in 2020.	
DISCUSSION:	UTA Staff is requesting approval of task order #102 with Stacy and Witbeck, Inc. to replace the rail curve at South Temple and Main Street in the amount of \$705,257. The project scope includes demolishing the existing rail and concrete tubs as well as track replacement with a new encapsulated rail in concrete design. The useful life of the new curve is 20-25 years. This work is currently scheduled to take place over Memorial Day weekend.	
CONTRACT SUMMARY:	Contractor Name: Stacy and Witbeck Inc.	
	Contract Number: 16-1846TP	Existing Contract Value: \$35,246,809
	Base Contract Effective Dates: January 1, 2017 through December 31, 2019	Extended Contract Dates: January 1, 2020 through December 31, 2020
	Amendment Amount: \$705,257	New/Total Amount Contract Value: \$35,952,066

	Procurement Method: RFP best value modification	Funding Sources: SGR and Capital Projects 2020 Budget
ALTERNATIVES:	By not addressing the curve now, UTA will accept the risk of an unplanned failure. A failure in this location would likely manifest itself in the form of a derailment going around the curve and possibly, depending on the condition of the overhead wire and direction of travel, could also cause damage to the overhead line by snagging it with the pantograph and potentially pulling it down.	
FISCAL IMPACT:	This budget is included in the 2020 Capital Program. Project Code: SGR400 (TRAX Curve Replacement at S. Temple & Main St.)	
ATTACHMENTS:	<ul style="list-style-type: none"> • Contract 16-1846TP 	

Stacy and Witbeck

March 10, 2020

Mr. David Hancock
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84104

Reference: On-Call Maintenance Contract
Contract No.: 16-1846TP

Subject: 20-609 – South Temple Main Street Curve Replacement

Dear Dave:

Attached please find our cost estimate to demolish and replace the Trax curves located at the intersection of South Temple and Main Street in Salt Lake City.

Exclusions:

- Railroad Protective Insurance
- Safety Program Administration
- OCS Power Down and Grounding
- Insurance Deductibles
- Davis Bacon Wages
- Quality Control Testing and Supervision
- P.E. Stamped Drawings
- Railroad Flagging

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$56,750.00 – This bid item includes Stacy and Witbeck field support from field engineers to manage construction, and a Track Superintendent and Track Foreman who will oversee the track construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Stacy and Witbeck

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$8,509.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 3000 – Permits and Fees – 1 LS – Total \$5,268.00 – This bid item includes the cost of fees on Noise Permits, Excavation Permits, and Traffic Control Permits

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total \$23,065.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site, sanitary facilities, dumpsters and final project cleanup.

Bid Item 8000 – Key Personnel Travel & Subsistence – 1 LS – Total \$18,848.00– This bid item includes cost to provide travel arrangements for key/specialized personnel, as well as subsistence for those personnel for the duration of the work

Bid Item 9000 – Survey - 1 LS – Total \$7,380.00 – This bid item includes the cost to survey the existing track, and provide layout for the new track construction.

Bid Item 10000 – Mobilization – 1 LS – Total \$7,687.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site, sanitary facilities, dumpsters and final project cleanup.

Bid Item 15000 – Demo/Pour Back Curb for Car Turnaround – 60 LF – Total \$6,720.00 – This bid item includes the cost to remove and replace the existing curb 30 LF on each side of the track approximately midblock between West Temple and Main Street to allow residents and patrons along South Temple in that area to still have access in and out.

Bid Item 20000 – Demo Existing Curves – 525 TF – Total of \$92,400.00 - This bid item includes the removal of all the existing track boxes on both tracks on the north side of the platform, as shown in the marked-up drawings provided by UTA.

Bid Item 25000 – Grade Prep (No Stabilization) – 467 SY – Total of \$6,071.00 – This bid item includes final preparation of the grade before installing the new track work. Includes furnishing necessary road base and compaction of material.

Bid Item 30000 – Procure Embedded Track Boot, Ties, & OTM – 525 TF – Total of \$79,275.00 - This bid item includes the cost to procure the track boot, ties, and other necessary OTM.

Bid Item 35000 – Construct Curves with Restraining Rail – 525 TF – Total of \$78,225.00 – This bid item includes distributing both the pre-curved running rail and the restraining rail. Includes distribution and layout of ties, construction of the track and assembly of the restraining rail to the running rail, distributing and installing the track boot, and final alignment of both tracks. Procurement of the pre-curved rail and restraining rail is not included in this proposal.

Stacy and Witbeck

Bid Item 40000 – Thermite Welding – 31 EA – Total of \$43,989.00 – This bid item includes cost to thermite weld the rail together as required, as well as the cost to supply the necessary weld kits to perform the welds.

Bid Item 45000 – Train Loops – 4 EA – Total of \$11,356.00 - This bid item includes relocating the existing train loops away from the intersection to the outer limits of the construction area.

Bid Item 50000 – Form, Pour, & Strip Curves – 208 CY – Total of \$121,264.00 - This bid item includes supply and installation of required rebar, Installation of expansion joints, preformed joint filler, concrete placement for northbound and southbound curved track sections, and cleaning and sealing joints.

Bid Item 60000 – Striping Restoration – 1 LS – Total of \$2,271.00 – This bid item includes re-striping of existing striping that will be removed during demolition activities.

Bid Item 100000 – Fee (5.25%) – Total of \$29,877.00 - This is the agreed to CMGC fee that is part of the On-Call Services Contract on the above bid items.

Bid Item 150000 – Infill Replacement & Additional Work – 1 PS - Total of \$50,000.00 – This is a provisional sum item to cover any infill concrete that may need to be replaced, as well as other unknown items that may arise such as grade stabilization. May also be used to cover additional work related to installation of lubricators

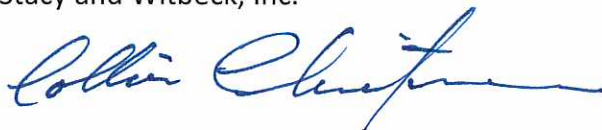
The total price for this scope of work without lubricators is **\$648,955.00**.

Bid Item 250000 – Optional Solar Powered Rail Lubricators – 2 EA – Total of -\$56,302.00 – This bid item is an option to supply and install 2 EA rail lubricators to be installed at the beginning of each curve. Includes supplier technician to assist with installation.

The total price including the 2 EA Rail lubricators is **\$705,257.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

03/10/2020

15:02

20-609

Main Street Curve Replacement

*** Moran, Mike, MM

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	56,750.00	56,750.00
2000	Safety Program & Administration	1.000	LS	8,509.00	8,509.00
3000	Permits & Fees	1.000	LS	5,268.00	5,268.00
5000	Traffic & Pedestrian Control	1.000	LS	23,065.00	23,065.00
8000	Key Personnel Travel & Subsistence	1.000	LS	18,848.00	18,848.00
9000	Survey	1.000	LS	7,380.00	7,380.00
10000	Mobilization	1.000	LS	7,687.00	7,687.00
15000	Demo/Pour Back Curb for Car Turnaround	60.000	LF	112.00	6,720.00
20000	Demo Existing Curves	525.000	TF	176.00	92,400.00
25000	Grade Prep (No Stabilization)	467.000	SY	13.00	6,071.00
30000	Procure Embedded Track Boot, Ties, & OTM	525.000	TF	151.00	79,275.00
35000	Construct Curves with Restraining Rail	525.000	TF	149.00	78,225.00
40000	Thermite Welding	31.000	EA	1,419.00	43,989.00
45000	Train Loops	4.000	EA	2,839.00	11,356.00
50000	Form, Pour, & Strip Curves	208.000	CY	583.00	121,264.00
60000	Striping Restoration	1.000	LS	2,271.00	2,271.00
Subtotal					\$569,078.00
100000	Fee (5.25%)	1.000	LS	29,877.00	29,877.00
Subtotal With Fee					\$598,955.00
150000	Infill Replacement & Additional Work- Prov. Sum	1.000	PS	50,000.00	50,000.00
Subtotal with Prov. Sum					\$648,955.00
250000	Option- Solar Powered Rail Lubricators (Incl. Fee)	2.000	EA	28,151.00	56,302.00
Bid Total \Longrightarrow					\$705,257.00



Memo for File

In-Scope Determination

Contract: On-call Maintenance Contract, Contract # 16-1846TP, Task Order #102

I have evaluated the content of this task order and also the scope of work described in the master task ordering contract and have made the determination that this Task Order # 102___ is within the scope of work contemplated and described by the contracting parties when they executed the original master task ordering contract.

Signed:

DocuSigned by:
D. Eddy Cumins
D453D7B9E73D44C

Date 4/22/2020

D. Eddy Cumins, COO

Or

David Hancock, Director





MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Volkswagen Eligible Mitigation Action Funding Agreement (Utah Department of Environmental Quality)
AGENDA ITEM TYPE:	Revenue Contract
RECOMMENDATION:	Approve Volkswagen Eligible Mitigation Action Funding award and authorize the Executive Director to execute the agreement with the State of Utah Department of Environmental Quality in the amount of \$13,079,240
BACKGROUND:	The Volkswagen Diesel Emissions Environmental Mitigation Trust allows for beneficiaries designated by the State of Utah to be reimbursed for eligible mitigation actions to mitigate the lifetime excess nitrogen oxide (“NOx”) emissions from noncompliant vehicles. UTA has been selected to receive funding under this program. The agreement with the Utah Department of Environmental Quality allows UTA to receive funding assistance once all the requirements detailed in the agreement have been met.
DISCUSSION:	<p>The funding award is to replace 20 diesel vehicles with electric battery-operated vehicles and the supporting charging infrastructure. The award provides up to 65% of the lowest price quote for each new replacement vehicle purchased by UTA. The total maximum combined funding assistance awarded to UTA is \$13,079,240.</p> <p>Each UTA vehicle replaced through the funding must be permanently disabled within 90 days of entering the replacement vehicle into service. To disable, each vehicle must have a three-inch by three-inch hole cut in the engine block and the chassis must be disabled by cutting through the frame rails on both sides of the vehicle between the front and rear axles. For reimbursement a certificate of destruction must be submitted.</p>
FISCAL IMPACT:	The match for the 20 vehicles is included in UTA’s approved 5-year capital plan
ATTACHMENTS:	<ul style="list-style-type: none">• VW Settlement Agreement

Agreement # _____
Amount: \$13,079,240.00
Date: _____

VOLKSWAGEN ELIGIBLE MITIGATION ACTION FUNDING AGREEMENT
UTAH TRANSIT AUTHORITY and
STATE OF UTAH
DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, pursuant to the terms of the settlement,¹ on January 29, 2018, the Trustee of the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia ("Trust") designated the State of Utah a beneficiary under the Trust.² In accordance with the Environmental Mitigation Trust Agreement for State Beneficiaries ("Trust Agreement"),³ the State of Utah may disburse Trust funds for Eligible Mitigation Actions to mitigate the lifetime excess nitrogen oxide ("NO_x") emissions from noncompliant vehicles;⁴

¹ On October 25, 2016, and on May 17, 2017, the United States District Court, Northern District of California ("Court"), entered partial consent decrees requiring the settling defendants (Volkswagen AG, Audi AG, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, L.L.C., Dr. Ing. H.c. F. Porsche AG, and Porsche Cars North America, Inc.), to collectively fund Eligible Mitigation Actions that will reduce nitrogen oxide emissions where the noncompliant vehicles "were, are or will be operated." *Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("*First Partial Consent Decree*"), (Approved October 25, 2016) at 5; *Second Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB)(JSC), (Approved May17, 2017).

² *Notice of Beneficiary Designation Under the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia*, In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) (January 29, 2019).

³ See *Environmental Mitigation Trust Agreement for State Beneficiaries* (filed October 2, 2017).

⁴ *First Partial Consent Decree* at 5; *Second Partial Consent Decree* at 5.

WHEREAS, the Utah Department of Environmental Quality (“UDEQ”), as the lead agency in the Trust matter, intends to provide funding assistance to Utah governmental entities⁵ to reduce the purchase price of Eligible Mitigation Actions;⁶

WHEREAS, pursuant to the Environmental Mitigation and Response Act, Title 19, Chapter 1, Part 6, Utah Code, 1953, as amended, the UDEQ may accept and distribute settlement funds in accordance with the terms and conditions of that settlement;

WHEREAS, Utah Transit Authority (“Authority”), a governmental entity in the State of Utah, requested financial assistance derived from the Trust to partially fund the replacement of one or more diesel vehicles;

NOW, THEREFORE, pursuant to the Environmental Mitigation and Response Act and the Trust Agreement, this Volkswagen Eligible Mitigation Action Funding Agreement (“Agreement”) is entered into by and between the UDEQ and the Authority as follows:

I. Terms of the Eligible Mitigation Action Funding.

- A. Funding Assistance Purpose:** The UDEQ awards Eligible Mitigation Action Funding Assistance (“Funding Assistance”) to the Authority to reduce the purchase price of each new replacement vehicle to achieve a reduction in NO_x emissions.

⁵ Government entity defined pursuant to Title 11, Chapter 13, Interlocal Cooperation Act, Utah Code.

⁶ Trust at ¶ 5.1.

B. Eligible Vehicles to Receive Funding Assistance for Replacement:

Once verified by the UDEQ as meeting the Eligible Mitigation Action requirements, the UDEQ may authorize Funding Assistance for the replacement of each of the following vehicles (also referred to as “replaced vehicle”):

1. Vehicle identification numbers (VIN) 15GGD211761077711, engine model year 2006, Class 8 transit bus;
2. VIN 15GGD211961077712, engine model year 2006, Class 8 transit bus;
3. VIN 15GGD211261077714, engine model year 2006, Class 8 transit bus;
4. VIN 15GGD211461077715, engine model year 2006, Class 8 transit bus;
5. VIN 15GGD211661077716, engine model year 2006, Class 8 transit bus;
6. VIN 15GGD211861077717, engine model year 2006, Class 8 transit bus;
7. VIN 15GGD211X61077718, engine model year 2006, Class 8 transit bus;
8. VIN 15GGD211161077719, engine model year 2006, Class 8 transit bus;
9. VIN 15GGD211561077724, engine model year 2006, Class 8 transit bus;
10. VIN 15GGD211761077725, engine model year 2006, Class 8 transit bus;
11. VIN 15GGD211961077726, engine model year 2006, Class 8 transit bus;
12. VIN 15GGD211061077727, engine model year 2006, Class 8 transit bus;
13. VIN 15GGD211461077729, engine model year 2006, Class 8 transit bus;
14. VIN 15GGD211261077731, engine model year 2006, Class 8 transit bus;
15. VIN 15GGD211461077732, engine model year 2006, Class 8 transit bus;
16. VIN 15GGD211661077733, engine model year 2006, Class 8 transit bus;
17. VIN 15GGD211861077734, engine model year 2006, Class 8 transit bus;
18. VIN 15GGD211X61077735, engine model year 2006, Class 8 transit bus;
19. VIN 15GGD211161077736, engine model year 2006, Class 8 transit bus; and
20. VIN 15GGD211361077737, engine model year 2006, Class 8 transit bus.

C. Eligible Mitigation Action Funding Deadline:

To receive Funding Assistance, on or before three years from the effective date of this Agreement, the Authority shall complete and submit to the UDEQ supporting documentation that all requirements specified in this Agreement have been met.

- D. **Maximum Award:** To reduce the purchase price, the UDEQ may provide Funding Assistance up to sixty-five percent (65%) of the lowest price quote for each new replacement vehicle purchased by the Authority. The total maximum combined Funding Assistance awarded to the Authority is \$13,079,240.00.

II. **Required Certifications:** In signing this Agreement, the Authority agrees and certifies, under penalty of perjury, that:

- A. **Authority Cost Share:** The Authority shall cost-share or fund a minimum of thirty-five percent (35%) of each new replacement vehicle partially funded under this Agreement.
- B. **Leased Vehicles Not Eligible for Funding Assistance:** The Authority shall use Funding Assistance only to purchase each authorized replacement vehicle and not to lease any vehicle.
- C. **Highway Model Year:** The Authority shall use Funding Assistance only to replace eligible, UDEQ-approved, Class 8 highway vehicles with engine model years 1992 to 2006.
- D. **Eligible Mitigation Action Funding:** The Authority shall only use Funding Assistance:
 - 1. To purchase each new replacement vehicle powered by a 2020 model year or newer engine certified by the U.S. Environmental Protection Agency ("EPA") or the California Air Resources Board;
 - 2. To purchase a new replacement vehicle that is in the same Class and associated Gross Vehicle Weight Rating ("GVWR") as the replaced vehicle listed in ¶ I.B; and
 - 3. To fund up to sixty-five percent (65%) of the lowest price quote for each new replacement vehicle, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired,⁷ and freight.

⁷ The cost of additional "optional" components or "add-ons" that significantly increase the cost of the vehicle may not be eligible for funding.

- E. **Mandated Measures:** The Authority shall not use Funding Assistance for emissions reductions that are otherwise mandated under federal law.⁸
- F. **Normal Attrition:** The Authority shall not use Funding Assistance to replace vehicles that the Authority intends to replace through normal attrition or fleet turnover.⁹ Vehicle replacements that would have occurred through normal attrition or fleet turnover on or before December 31, 2021, are considered the result of normal fleet turnover or normal attrition; and those vehicles are not eligible to be replaced using Eligible Mitigation Action Funding.
- G. **Fleet Expansion:** The Authority shall not use Funding Assistance for the purchase of vehicles to expand its fleet.
- H. **Matching Funds:** The Authority shall not use Funding Assistance as matching or cost-share funds for other federal grants, including funds received under EPA's federal Supplemental Environmental Project funds.
- I. **Procurement Code:** The Authority shall procure each replacement vehicle in accordance with applicable provisions of the Utah Procurement Code, Title 63G, Chapter 6a, Utah Code and other state laws.
- J. **Disable Replaced Vehicles:** The Authority shall scrap or disable each replaced vehicle within ninety (90) days of being replaced in accordance with the criteria specified in ¶ III.F below.
- K. **Sufficient Progress:** The Authority agrees that the UDEQ may terminate any Funding Assistance if the Authority fails to make sufficient progress to reasonably ensure completion of the requirements specified in this Agreement prior to three years from the effective date of this Agreement. The UDEQ shall determine whether the Authority is achieving sufficient progress by examining quarterly reports, the status of each requirement, the milestone schedule and the time remaining in the project period.

⁸ Voluntary or elective emissions reductions measures shall not be considered "mandated," regardless of whether the reductions are included in the State of Utah, State Implementation Plan.

⁹ Normal attrition is defined by UTA's budget plan, operating plan, standard procedures, or retirement schedule.

L. Replacement Vehicle Use, Management, and Disposition:

1. The Authority shall register, license, and insure each new replacement vehicle in the State of Utah.
2. The Authority shall operate each new replacement vehicle, partially funded under this Agreement, in the same function and operation as the replaced vehicle, specified in ¶ I.B.
3. For each replacement vehicle partially funded under this Agreement, the Authority shall follow the manufacturer's recommendations for routine maintenance and retain documents demonstrating that the maintenance was completed. These documents shall be made available to the UDEQ upon request.
4. The Authority shall not tamper with, remove, or render inoperative an emission control component of the EPA or CARB certified engine.
5. If the Authority relinquishes ownership of any replacement vehicle partially funded under this Agreement within five years of purchase, the Authority shall notify the UDEQ within thirty days.
6. If the Authority uses the replacement vehicle as a trade-in, it will only do so for an equivalent replacement vehicle that meets the criteria specified in ¶¶ II.D.1. and II.D.2.
7. If the Authority uses the proceeds to offset the cost of a subsequent equivalent replacement vehicle, it will only do so for an equivalent replacement vehicle that meets the criteria specified in ¶¶ II.D.1. and II.D.2.
8. If the Authority uses the replacement vehicle as security for a financial note, the Authority will provide the security holder's name and contact information along with the account number, amount and terms of the note to the UDEQ. Within 90 days of default on financial notes, the Authority shall pay the UDEQ 65% of the value of the vehicle at the time of the replacement vehicle's repossession, if the default occurs within five years from the date of purchase.
9. If the current per unit, fair market value of each replacement vehicle partially funded under this Agreement is \$5,000 or less, the vehicle may be retained, sold or otherwise disposed of with no further obligation.

III. Eligible Mitigation Action Funding Conditions.

To receive Funding Assistance, the Authority shall comply with the following conditions:

- A. **Standard Terms and Conditions:** The Authority shall comply with the Funding Assistance Agreement, Standard Terms and Conditions, Attachment A.
- B. **Quarterly Reporting and Environmental Results:** Beginning with the subsequent quarter, at least (90) days after the effective date of this Agreement until the Authority is reimbursed under ¶ III.F., the Authority shall prepare and submit quarterly progress reports to the UDEQ on or before:

- July 1st
- October 1st
- January 1st
- April 1st

In its quarterly reports, the Authority shall describe its status with respect to completing the requirements specified in this Agreement, including: a summary of the Authority's progress toward completing the Eligible Mitigation Action; (¶ III.C.3) expenditures and planned activities for the next quarter (i.e., submitting to UDEQ documentation that demonstrates compliance with applicable procurement requirements, ordering each replacement vehicle, delivery of each replacement vehicle, entering each replacement vehicle into service, disabling each replaced vehicle, etc.); an explanation of any challenges encountered during the reporting period that may impede progress toward completing the Eligible Mitigation Action; a description of any public outreach activities involving the Eligible Mitigation Action project; and anticipated completion date. The Authority may submit the quarterly reports and responses to the UDEQ through electronic mail.

- C. **Eligible Mitigation Action Activities:** Prior to each replacement vehicle purchase, the Authority shall obtain written approval from UDEQ acknowledging the Authority's justification that its purchasing procedures comply with applicable state laws (¶ II.I procurement requirements) and verifying vehicle eligibility. To determine eligibility, the Authority shall provide the following information to UDEQ:
 - 1. For each vehicle to be replaced:
 - a) The make and model;
 - b) Legible photos of:

- (1) the side profile, including any vehicle identifier name or number;
 - (2) the full engine plate that clearly specifies the engine make, model, year, horsepower, displacement, serial number, engine family name, and EPA estimated emissions for NO_x (nitrogen oxides) and PM (particulate matter);
 - (3) the Vehicle Identification Number (VIN) plate; and
 - (4) the GVWR;
- c) The total percentage of time the vehicle operates in the 24-hour PM_{2.5} nonattainment counties - Box Elder, Cache, Davis, Salt Lake, Tooele, Utah, and Weber counties;
 - d) Evidence demonstrating that the vehicle is an early replacement, that the replacement would not have occurred through normal attrition, including a description of the Authority's normal attrition cycle, and that the vehicle has a minimum of three years remaining in its useful life;
 - e) Vehicle route description, including details of the vehicle's current purpose, routes, and daily/weekly/seasonal operation schedule;
 - f) An odometer reading within thirty (30) days of the date of Application submission;
 - g) The annual miles traveled;
 - h) The annual fuel usage;
 - i) The estimated annual hours the vehicle idles;
 - j) Proof of current registration in the State of Utah; and
 - k) Proof of current insurance.
2. For each proposed new replacement vehicle:
 - a) The vehicle make, model, and model year;
 - b) The engine family name and model year;
 - c) The GVWR;
 - d) The horsepower;
 - e) The displacement;
 - f) The fuel type;
 - g) The estimated cost (including itemized add-ons);
 - h) An explanation if any add-ons are necessary to make the vehicle usable for the vehicle's intended purpose; and
 - i) Documentation that the Authority's shall fund a minimum of the thirty-five percent (35%) cost share.
 3. A timeline specifying anticipated dates to meet key milestones specified in this Agreement, including submission of new vehicle purchase price quotes, ordering the vehicles, securing the cost share funding, purchase of vehicles, disabling the replaced vehicle engine and chassis, and submission of reimbursement documentation.

- D. **Replacement Vehicle Procurement Code Documentation:** The Authority shall obtain competitive bids for the purchase of each new replacement vehicle in accordance with Utah Code § 63G-6a-6 and any local procurement rules that apply to the Authority's jurisdiction. To demonstrate proof of competition and to allow cost and price analyses, the Authority shall submit to the UDEQ, for approval, a minimum of two itemized price quotes for replacement vehicles in the same class, same model year, and similar GVWR, engine displacement and horsepower as the replaced vehicle. The Authority shall submit the Vehicle Price Quote Bid Summary Form ("Price Quote Form"), provided by the UDEQ, signed and dated by each vendor. In lieu of submitting the Price Quote Form, the Authority may submit a signed and dated price quote from each vendor that summarizes the information specified in the Price Quote Form. Each price quote shall be dated within in ninety (90) days of the other quote and within one year of the date of purchase. The information required in the Vehicle Price Quote Bid Summary Form includes:
1. The vehicle and engine make and model;
 2. The GVWR;
 3. The engine model year;
 4. The horsepower;
 5. The engine displacement;
 6. That the vehicle is certified to the most stringent EPA emissions standards;
 7. Add-ons, modifications or attachments;
 8. Delivery costs, if applicable;
 9. The dealership providing the quote;
 10. That the quote is offered to the Authority;
 11. The time period the quote is valid; and
 12. Warranty information.
- E. **Replacement Vehicles Orders:** Any replacement vehicles orders are incurred at the Authority's own peril, unless, for each vehicle, the Authority has received written authorization from the UDEQ confirming:
1. The Authority's vehicle is eligible for replacement using Funding Assistance;
 2. The Authority's desired replacement vehicle meets the criteria specified in this Agreement, ¶ 11.D;
 3. The Authority obtained a minimum of two competitive price quotes in accordance with ¶ 11.D above; and
 4. The Authority is authorized to place an order for the purchase of its replacement vehicles.
- F. **Reimbursement and Receiving Funding Assistance:**

Reimbursement of the Funding Assistance portion of each new vehicle purchase price shall occur after each replacement vehicle is entered into service and upon determination by the UDEQ that the Authority has complied with the terms, conditions, and certifications of this Agreement. To demonstrate compliance with the terms of this Agreement, the Authority shall:

1. **Permanently Disable Each Replaced Vehicle:** Within ninety (90) days of entering each replacement vehicle into service, the Authority shall scrap or permanently disable each replaced vehicle by:
 - a) Cutting a three-inch by three-inch hole in the engine block, the part of the engine that contains the cylinders; and
 - b) Disabling the chassis by cutting through the frame rails on both sides of the vehicle between the front and rear axles.

2. **Demonstration of Each Disabled Replaced Vehicle and Proper Disposal:** Within ninety (90) days of entering each replacement vehicle into service, the Authority shall obtain a signed certificate of destruction¹⁰ signed by both the individual disabling each vehicle and an individual authorized to represent the Authority. The certificate of destruction for each individual replaced vehicle shall include an electronic copy of a continuous, clear, unedited video that captures:
 - a) The side profile of the vehicle;
 - b) The VIN plate showing a legible VIN;
 - c) The entire engine plate clearly displaying the engine make, model, year, horsepower, displacement, serial number, and engine family name;
 - d) The three-inch by three-inch hole drilled into the engine block; and
 - e) The cut chassis rails.

The Authority may supplement the continuous, clear, unedited video with still photographs of engine and vehicle data if the location of the data is impossible to capture in the continuous video.

3. **Submission of Documentation for Reimbursement:** On or before three years from the effective date of this Agreement, the Authority shall submit to the UDEQ the following:
 - a) For each replaced vehicle, a certificate of destruction, signed by both the dismantler and person authorized to represent the Authority, specifying the date of destruction

¹⁰ Certificate of Destruction form to be obtained from the UDEQ.

and an electronic video meeting the requirements specified in ¶¶ III.F.1 and 2 above;

- b) Any receipt for scrappage if the Authority received proceeds from the scrappage of the replaced vehicles;¹¹
- c) A final purchase invoice for each replacement vehicle that specifies:
 - (1) the invoice date;
 - (2) the total purchase price of the vehicle;
 - (3) the vehicle make, model, and model year;
 - (4) the Vehicle Identification Number (VIN);
 - (5) the dealership name; and
 - (6) the Authority as the purchaser;
- d) Proof of payment for each replacement vehicle rendered by the Authority; and
- e) The date the Authority placed each replacement vehicle into service.
- f) For each replaced vehicle, a statement, signed by an individual authorized to represent the Authority, that:
 - (1) describes the procurement process to purchase the vehicle and
 - (2) states that "each replacement vehicle for which I am seeking funding assistance was procured in accordance with applicable state procurement laws as described in this statement."

G. **Funds Derived from Scrappage:** The Authority shall use any proceeds from the scrappage of the replaced vehicles to pay, in part, the Authority's cost-share portion of the cost of the replacement vehicles.

H. **Delays or Favorable Developments:**

- 1. The Authority shall promptly notify the UDEQ in writing of any problems, delays, or adverse conditions which may materially impair its ability to deliver on its obligations specified in this Agreement. This disclosure must include a statement of any actions taken, or contemplated, and any assistance needed to resolve the situation.
- 2. The Authority shall notify the UDEQ in writing of any favorable development which may enable it to meet time schedules and objectives sooner or at less cost.

¹¹ Equipment and vehicle components may be salvaged from the vehicle being replaced (e.g. plow blades, shovels, seats, tires, etc.)

- I. **Timely Follow-Up:** The Authority shall timely respond with any necessary supporting documentation to any follow-up inquiries from the UDEQ, no later than fifteen (15) days after receipt of the inquiry.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 19, Part 6, Utah Code, the parties hereto mutually agree to perform and execute this Agreement. This Agreement shall take effect upon the signature of the Executive Director as evidenced below.

UTAH TRANSIT AUTHORITY
669 West 200 South
Salt Lake City, UT 84101

STATE OF UTAH
DEPARTMENT OF
ENVIRONMENTAL QUALITY
195 North 1950 West
Salt Lake City, Utah 84114

By: _____
Print your name

Date: _____

By: L. Scott Baird
Executive Director

Date: _____

By: _____
Print your name

Date: _____

ATTACHMENT A
Volkswagen Diesel Emission Environmental Mitigation Trust
Eligible Mitigation Action Funding Agreement
Utah Transit Authority Standard Terms and Conditions

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. "Agreement" means the Volkswagen Eligible Mitigation Action Funding Agreement, including all attachments and documents incorporated by reference.
 - b. "Project Sponsor" means Utah Transit Authority as the entity to receive Funding Assistance pursuant to the terms of this Agreement. Project Sponsor as used in this Agreement shall include Project Sponsor's agents, officers, employees, and partners.
 - c. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, UDEQ's authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - d. "Trust" means the Volkswagen Diesel Emission Environmental Mitigation Trust created pursuant to *Partial Consent Decree, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("First Partial Consent Decree"), (Approved October 25, 2016)*; and *Second Partial Consent Decree, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC), (Approved May17, 2017)*.
 - e. "Trust Agreement" means the Environmental Mitigation Trust Agreement for State Beneficiaries, approved September 19, 2017, effective October 2, 2017.
 - f. "UDEQ" means the Department of Environmental Quality, the lead agency for the Trust as designated by the Governor of the State of Utah.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Project Sponsor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Project Sponsor shall maintain all records specified in this Agreement. These records shall be retained by Project Sponsor for at least six (6) years after final reimbursement, or until all audits initiated within the six (6) years have been completed, whichever is later. Project Sponsor agrees to allow, at no additional cost, State of Utah auditors, federal auditors or any firm identified by the UDEQ, access to all such records.

5. **CONFLICT OF INTEREST:** Project Sponsor represents that none of its officers or employees are officers or employees of the UDEQ unless previously disclosed in writing.
6. **INDEPENDENT CAPACITY:** Project Sponsor shall act in an independent capacity and not as officers or employees or agents of the UDEQ or other agencies of the State of Utah.
7. **INDEMNITY:** Both parties are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-1010 et. seq.). Nothing in this Agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Agreement be construed as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties.
8. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement by the UDEQ and Project Sponsor, which amendment will be attached to this Agreement.
9. **TERMINATION:** This Agreement may be terminated, with cause by the UDEQ, upon written notice. The Project Sponsor will be given ten (10) days after written notification is received to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. The Project Sponsor may terminate this Agreement in writing at any time prior to reimbursement. Termination of this Agreement for cause or by the Project Sponsor will render the Project Sponsor ineligible for reimbursement of any costs associated with the EVSE project.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days after written notice is delivered to Project Sponsor, this Agreement may be terminated in whole or in part at the sole discretion of the UDEQ, if it reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the UDEQ's ability to provide financial assistance under this Agreement. If a written notice is delivered under this section, the UDEQ will reimburse the Project Sponsor for eligible costs of the project until the effective date of said notice. The UDEQ will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
11. **PUBLIC INFORMATION:** The Project Sponsor agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA) and the Trust Agreement. The Project Sponsor gives the UDEQ and the State of Utah express permission to make copies of

this Agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA and the Trust Agreement. The UDEQ and the State of Utah are not obligated to inform Project Sponsor of any GRAMA requests for disclosure of this Agreement, related purchase orders, related pricing documents, or invoices.

12. **ASSIGNMENT:** The Project Sponsor may not assign, sell, transfer or delegate any right or obligation under this Agreement, in whole or in part.
13. **REMEDIES:** Any of the following events will constitute cause for the UDEQ to declare the Project Sponsor in default of this Agreement: (i) the Project Sponsor's non-performance of its contractual requirements and obligations under this Agreement; or (ii) Project Sponsor's material breach of any term or condition of this Agreement. The UDEQ may issue a written notice of default providing a ten (10) day period in which Project Sponsor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Project Sponsor's liability for damages. If the default remains after Project Sponsor has been provided the opportunity to cure, the UDEQ may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement or (iii) demand a full refund of any payment that the UDEQ has made to Project Sponsor under this Agreement.
14. **FORCE MAJEURE:** Neither the UDEQ nor Project Sponsor will be held responsible for delay or default caused by fire, riot, act of God or war which is beyond that party's reasonable control.
15. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
16. **PROCUREMENT ETHICS:** The Project Sponsor understands that a person who is interested in any way in the receipt of Funding Assistance from the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person who participates in the award of the funding assistance on behalf of the UDEQ whether it is given for their own use or for the use or benefit of any other person or organization.
17. **CHANGES IN SCOPE:** Any changes in this Agreement to be performed under these terms and conditions shall be in the form of a written amendment, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in this Agreement.
18. **REVIEWS:** The UDEQ reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the implementation status of this Agreement. Such reviews do not waive the requirement of Project Sponsor to meet all of the terms and conditions of this Agreement, including providing quarterly reports.

19. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Agreement and (ii) this Attachment A. Any provision attempting to limit the liability of Project Sponsor or limit the rights of the UDEQ or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
20. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice the UDEQ's right to enforce this Agreement with respect to any default of this or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, and Insurance.
21. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
22. **ERRORS AND OMISSIONS:** The Project Sponsor shall not take advantage of any errors and/or omissions in this Agreement. The Project Sponsor must promptly notify the UDEQ of any errors and/or omissions that are discovered.
23. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Acting Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Acting Chief Service Development Officer

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Professional Services Agreement: Design of 650 South Main St. TRAX Station (Redevelopment Agency of Salt Lake City)	
AGENDA ITEM TYPE:	Revenue Contract	
RECOMMENDATION:	Authorize Executive Director to execute the revenue contract with Salt Lake City in the amount of \$300,000.	
BACKGROUND:	<p>The original TRAX plan for the north-south line had projected that a future station would be needed at 650 South Main Street in Salt Lake City. In anticipation of the future need, the tracks themselves were constructed to accommodate a station at this location.</p> <p>New development is coming into the area which was projected and planned for. Salt Lake City and their Redevelopment Agency have asked UTA to now construct the previously planned 650 South TRAX station. Salt Lake City will be paying for the entirety of the project. This contract is for UTA to manage the station design only.</p>	
DISCUSSION:	<p>Once constructed, the new 650 South TRAX station will provide transit service for a minimum of 3 developments providing a mix of uses, including office and residential. This will increase ridership and provide the developers with a means to reduce their overall parking footprint. Light Rail operations staff have determined that this new stop will not adversely impact TRAX schedules or operations, and no additional rail cars will be needed.</p> <p>Salt Lake City is working with their Redevelopment Agency and the developers in this area to provide the funding for the design and construction of the new station. This contract is for the design of the project.</p>	
CONTRACT SUMMARY:	Contractor Name: Salt Lake City	
	Contract Number:	Existing Contract Value: \$300,000
	Base Contract Effective Dates:	Extended Contract Dates: n/a

	Amendment Amount: n/a	New/Total Amount Contract Value: \$300,000
	Procurement Method:	Funding Sources: REVENUE contract
ALTERNATIVES:	If this contract does not move forward, Utah Transit Authority may lose out on the third-party funds and be required to fund the project themselves.	
FISCAL IMPACT:	This is a revenue contract. The project design is funded in the 2020 budget and this contract will cover that funding	
ATTACHMENTS:	<ul style="list-style-type: none"> Professional Services Agreement with Redevelopment Agency of Salt Lake City 	

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of the date this agreement is recorded by the Salt Lake City Recorder's Office ("**Effective Date**"), by and between the Redevelopment Agency of Salt Lake City, a public agency ("**Agency**") and the Utah Transit Authority, a large public transit district and political subdivision of the State of Utah ("**UTA**").

RECITALS

1. Agency and UTA desire to work together to select a design consultant to design a new TRAX station at approximately 650 South Main in Salt Lake City ("**the Station**") on the existing North/South light rail line. The Station is within the Agency's West Temple Gateway Project Area.

2. Agency desires to fund and UTA desires to act as a project manager for the design of the Station.

3. UTA will select the design consultant in compliance with their applicable solicitation procedures. As such, pursuant to Salt Lake City procurement policy, the Agency is deemed to have complied with the Agency's solicitation requirements.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. Scope of Services: Agency agrees to engage UTA as project manager for the design of the Station, including managing the professional and technical services as shown on the Scope of Services attached hereto as **Exhibit A**. UTA's project management also includes working with the Agency and Salt Lake City Transportation division staff, as detailed in the Scope of Services, in any and all design review committees and meetings with the selected design consultant.

2. Compensation and Method of Payment: Agency agrees to pay UTA a not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000) to ensure the completion of the design of the Station as outlined in the Scope of Services. UTA shall submit invoices to Agency on a monthly basis for the services it has performed which are within the Scope of Services, and the Agency shall make payment to UTA within 30 days of receipt of the invoice, if the Agency does not dispute the amount of the invoice. If the amount of the invoice is disputed, the Agency shall, within 30 days of receipt of the invoice by the Agency, pay the undisputed amount to UTA and notify UTA in writing why an amount of the invoice has not been paid and the parties will work in good faith to resolve the dispute.

3. Term: This agreement shall commence on the Effective Date and terminate when 100% Design Drawings and Construction Plans, Construction Specifications, and Bid Package (as defined in the Scope of Services) are complete and provided to the Agency ("**Term**"). UTA will ensure such services are provided in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this agreement shall be mutually agreed upon by the Agency and the UTA and shall be set forth in a written amendment to this agreement.

5. Subconsultant Agreements: All the services required hereunder will be performed by UTA or under its supervision and all personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. UTA shall provide written notice to Agency of any subconsultants engaged by UTA to complete the Scope of Services prior to the use of the subconsultants.

6. Agency's Obligations: The Agency shall provide, at no expense to UTA, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by the UTA to perform the tasks or services.

7. Assignment: UTA shall not assign any obligation under this agreement without Agency's written consent, which may be withheld in Agency's sole discretion.

8. Notices: All notices under this agreement shall be sent to the following address:

Agency: Redevelopment Agency of Salt Lake City
 451 S. State Street, Room 118
 Salt Lake City, Utah 84111
 Attn: Danny Walz

UTA: Utah Transit Authority
 Andrea Pullos
 669 West 200 South
 Salt Lake City, Utah 84101

9. Indemnification: UTA hereby indemnifies, holds harmless, and agrees to defend the Agency from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property arising out of or in connection with this agreement, caused by the negligence or willful misconduct of UTA, its agents, servants, employees or invitees; provided, UTA does not indemnify the Agency against any injury, loss of life, or damage which is caused by the gross negligence or willful misconduct of the Agency, or its agents, servants, or employees. UTA's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this agreement, as to claims accruing prior to the expiration or termination of this agreement.

10. Immunity: UTA and Agency are governmental entities under the Governmental Immunity Act, Section 63G-7-101 et seq. 1953 of the Utah Code (as amended) (the “Governmental Immunity Act”). Notwithstanding any provision to the contrary in this agreement, (i) the obligations to indemnify, defend and/or hold harmless in this agreement are limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of UTA, and (ii) nothing in this agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.

11. Termination: Agency may terminate this agreement at any time, for any reason, by providing UTA at least five (5) days written notice of its intent to terminate the agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by or for UTA under this agreement shall, at the option of the Agency, and upon payment of all undisputed amounts for all services satisfactorily performed prior to the effective date of termination, be delivered to Agency within three (3) days after the effective date of termination.

12. Compliance with laws and regulations: UTA shall obey all laws, ordinances, regulations and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this agreement and UTA shall hold the Agency harmless from any and all liability arising out of, or in connection with, said violations including any attorneys’ fees and costs incurred by the Agency as a result of such violation.

13. Standard of Care: All services provided or managed by UTA will be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

14. Jurisdiction: This agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

15. Entire Agreement: This agreement contains all the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

16. Counterparts. This agreement may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same agreement.

17. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: Owner represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

(Signatures Begin on Following Page)

IN WITNESS WHEREFORE, the Agency and the UTA have executed this agreement to be effective as of the Effective Date.

AGENCY:

Redevelopment of Salt Lake City, a public agency

Danny Walz, Chief Operating Officer

Approved as to form:
Salt Lake City Attorney's Office

Allison Parks

UTA:

Utah Transit Authority, a large public transit district and political subdivision of the State of Utah.

Carolyn Gonot, Executive Director

Mary DeLoretto
Acting Chief Services Development Officer

Approved as to form:
UTA Attorney's Office

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
(Scope of Services)

- I. **The UTA shall perform the following services for the design of the TRAX Station:**

Exhibit A

Design Performance Specifications

GENERAL

The Utah Transit Authority (“UTA”), in conjunction with and on behalf of the Redevelopment Agency of Salt Lake City (“Agency”), is acting as project manager for the Agency to design a new TRAX Station on the existing North/South light rail line at approximately 650 South Main Street (hereinafter, “the Station”).

PROJECT APPROACH

The project will include the final design of the Station. The tracks have already been placed to facilitate a station platform width consistent with a current downtown station. The Station platform design and the design of the Station’s appurtenances and amenities will generally match those developed for the 900 South station. Due to rising maintenance costs, alternative materials will need to be investigated and implemented as appropriate. Exceptions to this general preference will be evaluated during the design.

PROJECT MANAGEMENT

- Selection of design consultant: UTA, in coordination with the Technical Working Group (defined below), will help prepare the request for proposals and select, negotiate, prepare, execute, and deliver the contract with the design consultant consistent with these design performance specifications detailed below.
- Technical Working Group: UTA and the Agency, along with Salt Lake City’s Transportation Division (SLC Transportation) will establish a collaborative working group comprised of one representative from the Agency, one representative from SLC Transportation, and three representatives from UTA (the “Technical Working Group”). The Technical Working Group will coordinate with the design consultant on all management issues. The design consultant will submit all deliverables to the Technical Working Group for joint review at approximately 30%, 60%, and 100% completion. The design consultant shall propose a reasonable time or deadline to complete the reviews. UTA will serve as the point of contact and provide all formal direction and instruction to the design consultant on behalf of the Technical Working Group. The design consultant will coordinate and conduct all design and review meetings as necessary to resolve issues, advance the design, and keep the project on schedule and budget. The Technical Working Group will jointly monitor performance of the design consultant.
- Deliverables: The design consultant will provide a design for the Station that includes the following:
 - 30% design submittal, including:
 - 30% Design Drawings with utilities accurately plotted,
 - Construction Specifications (Bid Schedule with Measurement & Payment and Specials only),
 - Engineer’s Estimate in 49-division (CSI format) with a 10% contingency for construction, and

- stamped as “30% Design Development, Not for Bid”.
- 60% design submittal, including
 - 60% Design Drawings with details of any required utility relocations,
 - Construction Specifications (Bid Schedule with Measurement & Payment and Specials only),
 - Engineer’s Estimate in 49-division (CSI format) with a 10% contingency for construction;
 - stamped as “60% Design Development, Not for Bid”.
- a final submittal of 100% Design Drawings, Construction Plans, Construction Specifications, and Bid Package with Engineer’s Estimate Report no later than December 31, 2020.

DESIGN PERFORMANCE SPECIFICATIONS

The design performance specifications for each element will be developed in accordance with the project approach generally outlined above as well as the following design performance specifications:

- Earthwork- The earthwork for the project will consist of that required to build the station platform and footings for the canopies. There is no earthwork anticipated outside of the station area. No public utilities will require adjustment as they were relocated or protected as part of the original North/South construction.
- Station Platform- The layout of appurtenances and amenities on the station platform shall be generally consistent with the existing 900 South downtown station. The station platform paving materials will be cast-in-place or pre-cast concrete. ADA access, station signing, displays, lighting, and phones will be consistent with the 900 South station. Alternative materials will need to be considered to ensure longer lifecycle of products.
- Crosswalks – Crosswalks to access the Station will be either painted striping on the existing roadway or patterned cast-in-place concrete, budget allowing and as elected for inclusion by the Technical Working Group. The crosswalk shall be designed to fit to the existing roadway and thus provide a smooth transition. No roadway improvements or changes in parking are included. The crosswalk may include modifications to existing curbs and sidewalks as required to meet ADA. No other sidewalk improvements are included other than to tie in the crosswalk.
- Mid-Block Crosswalk- A mid-block crosswalk will be evaluated during the design to determine its need. If included, its design will be the same as the intersection crosswalk.
- Tactile Strip Edge- The tactile tile will be yellow Polymer Transtile as manufactured by Transit-tile.
- Canopies- the Station will have two canopies and will match those used on the 900 South station, including windscreens. Alternative materials will need to be considered to ensure longer lifecycle of products.

- High Blocks- The two high blocks will match those used on 900 South station including railings and snow melt systems.
- Signage- Signage will be developed to be consistent with the 900 South station. Signage to deter jaywalking shall be designed and constructed along sidewalks that are adjacent to the transit station platforms and on the platforms.
- Site Furnishings (benches, etc.)- Site furnishings will match the 900 South station, in design and number.
- Landscaping (including trees, tree grates, irrigation) - Landscaping will be consistent with the 900 South station. Landscape station approach islands will remain as-is (sod). Platform landscaping shall be coordinated with station lighting.
- Plumbing and drainage- Plumbing for the canopies will be in accordance with building codes and Salt Lake City ordinances. Station platforms will drain onto the trackway. UTA will determine whether drainage for the roadway and station is already installed or whether new drainage systems will be required.
- Electrical/Lighting- the Station lighting shall be coordinated with platform landscaping to complement each other. The lighting system shall be similar to the 900 South station and include an option for seasonal decorative design including tree lighting. The tree lighting electrical system will be provided at all tree wells and be connected to Salt Lake City's tree lighting system similar to that used at the 900 South station. No new street lighting is included. All new lighting power shall be buried conduit.
- Snowmelt System- The Technical Working Group and the design consultant will consider the use of a snowmelt system, similar to any other snowmelt system(s) used by UTA at other light rail stations along the North/South or University lines.
- Overhead Contact System- The existing OCS system does not need any upgrade, nor does the traction power system. Therefore, the existing overhead contact system and poles will be used as-is. Re-painting the overhead contact systems and poles to match the new canopies will be optional and based upon budget constraints.
- Traction Power- The existing electrical power system shall be used to supply power. There are no anticipated modifications or additions anticipated.
- Track- The existing paved tracks shall be used as-is without any adjustment. As such, the track slab and roadway pavement shall remain as-is without a barrier curb separating the track from the roadway.
- Communications- Communications systems for the station will match that used for the 900 South station, with the provision that any new systems improvements that have been made since construction of the 900 South station will be incorporated.

- Fare Collection System- Fare collection system will consist of two ticket vending machines (TVM) similar in style to the 900 South station.
- Train Control and Signal Systems Upgrades- The design consultant will investigate the existing train control, train signal, electrical and communications systems in place to determine the extent of new facilities required or to be upgraded. Signal equipment will be housed in the platform or approach island area to meet the safety needs and aesthetics for the station. The equipment shall not block the view of the station for on-coming trains. Upgrades to the signal system will be consistent with the details used on the University and/or Medical Center Line.
- Traffic Signals and Controls- The existing Salt Lake City and/or Utah Department of Transportation (UDOT) traffic signal poles and mast arms at the 600 South Main Street intersection shall remain as-is with no modifications anticipated. If a new mid-block crosswalk is installed new traffic/pedestrian signal poles, mast arms, and traffic/pedestrian signal heads shall be consistent in color and style with the existing equipment at approximately 650 South Main Street. Any new traffic signal equipment shall be physically separated from all light rail poles, support structures, cables and electrical wires. If a mid-block crosswalk is not included in the design, then provisions for a future mid-block crosswalk shall be provided. This will include the conduit and hand holes to connect the future pedestrian signal poles. Pavement markings and traffic control devices shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). A signal priority system similar to that in the downtown area, if not already in place, will be utilized and provided for the new station and signals.
- Public Art- A public art budget of approximately \$100,000 is assumed for this project. The Agency will work with the Salt Lake City Arts Council on procurement and design of artwork for the Station that will, upon installation, be owned and maintained by UTA (maintenance details to be specified in the construction agreement). The Agency, Salt Lake City Arts Council, and selected artist(s) shall coordinate the location and design aspects with the design consultant and the rest of the Technical Working Group in order to provide an aesthetically pleasing addition to the Station.
- Construction phasing and planning (design)- The design consultant will focus the design and bidding documents such that the Station can be constructed or phased such that light rail traffic can be maintained with very limited disruption to service. Any planned or required disruption shall be approved by UTA.
- Contract Documents- Bidding documents and technical specifications for construction shall be consistent with prior UTA light rail projects. **Projects will be designed using appropriate national, state, and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT, MUTCD, and Salt Lake City standards.**
- Drawings and details- Existing as-built drawings and specifications from the North/South, 900 South station project will be used for the design of the Station to the maximum extent possible. Typical details will be reused, but shall be reviewed jointly by

the Technical Working Group and the design consultant before inclusion. Station details shall be reused, but with adjustment based upon Operation and Maintenance experience.

- Geotechnical- No new geotechnical investigation will be performed as the existing North/South geotechnical report will be referenced for the design.
- Design Guidelines- All designs shall be in accordance with UTA's Light Rail Transit (LRT) Design Criteria Manual (September 2015 version) and supplements there to. Any deviations from the Design Criteria Manual shall be submitted to UTA for approval prior to its incorporation into the design.
- Bidding Phase- During the design phase, the Technical Working Group and the design consultant shall identify a bidding and construction program that will 1) help ensure that the project receives maximum exposure to and from the construction community both during the design phase and the bidding phase and 2) recommend an advertising campaign that will ensure that a healthy number (3 or more) of bids are received. This program may include: 1) visiting or inviting construction contractors during the design phase to discuss and/or review the plans and project approach to encourage input on bid packages, construction details and sequencing, and above all exposure for the project and 2) segmenting the bidding into more than one bid package so that it does not limit the number of bidders because only a few general contractors have the full range of capabilities or subcontractors to bid the project. As an example, it may be desirable that the communications, signals and electrical work (which is a specialized area of rail work for which there are only a few qualified construction contractors and they may be locked into exclusive arrangements with a single general construction contractor) should be bid separately from the civil work.
- Public Engagement and Community Meetings- The project is located within Salt Lake City adjacent to public and private properties. The Agency shall determine the requirement for public engagement and community meetings for the project. UTA and their design consultant shall assist the Agency by providing copies of plans and other design related documents for use at public or private presentations and meetings. The Agency shall coordinate and conduct all public presentations, with assistance from UTA and the design consultant. A maximum of 3 meetings are anticipated.
- Permits- The design consultant shall identify any construction permits required.
- Services During Construction- During any future construction phase, UTA will ensure that the design consultant shall be available during the construction of the project to answer questions pertaining to the design and to assist with the processing of request for information and the creation of as-built drawings as needed. A maximum of 100 hours of the design consultant's time is anticipated.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Todd Mills, Senior Supply Chain Manager

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Pre-Procurement
AGENDA ITEM TYPE:	Contract Pre-Procurement
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
DISCUSSION:	<p>The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none">• Police Vehicle Purchase - This is a procurement to purchase six F-150 Police package special service vehicles with siren and lights upfitting. Trucks are the preferred vehicles for our police department as they have the ground clearance and design necessary to access Maintenance of Way areas along our rail corridors and other facilities. With the purchase of these six vehicles we will retire four old cruisers and expand our fleet by two vehicles to meet the demands of new officers added in 2018. This procurement will be conducted as an IFB and awarded to the dealer with the lowest overall bid. (Req 7980)• SD160 Light Rail Vehicle Door Parts Purchase - This is a procurement to purchase parts to perform an overhaul on the doors for the SD160 Light Rail vehicles as part of our State of Good Repair plan. There are 17-SD160 vehicles with 8 doors on each vehicle, for a total of 136 doors. The labor for this overhaul will be performed by in house employees and will take approximately two years to complete. The parts will be sent out for bid to multiple vendors and respondents may bid on one or multiple parts as they see fit. Order award will be per part number and will be based on lowest price and ability to meet required delivery dates. (req 8017)

- **Light Rail Vehicle Seat Replacement** - This is a procurement to purchase and replace the seating on all 117 light rail vehicles from the current foam and cloth seats to molded composite seats. This change will help UTA combat the Covid-19 pandemic as the current seats require extensive cleaning, are difficult to sanitize, and can get soiled easily. In addition, repair costs would decrease by eliminating the frequent replacement of the fabric and foam on the current seats, and cleaning time would be reduced significantly. It is anticipated this project will take one year to complete and the seat replacements will be performed by UTA personnel. The funding for the project will be covered by the CARES act, or through FEMA reimbursement. This procurement will be conducted as an RFP and vendor selection will be based on technical criteria in addition to price. (Req. 8035)
- **Bus Plexiglass Barrier Purchase** - This is a procurement to purchase and install Plexiglass barriers on 510 UTA buses that will provide a sanitary barrier and social distancing for the Operators. This barrier will also provide a level of security for the Operators not currently present. The installation will be performed by UTA personnel and is expected to be completed as quickly as possible, and no later than the end of the year. This procurement will be conducted as an RFP and vendor selection will be based on technical criteria in addition to price. (Req. 8044)
- **Design for 650 S. Main St. TRAX Station** - This procurement is for the design of a TRAX station at 650 S Main St. The Architect/Engineer selected will assist UTA in developing the design, bidding and construction documents and specifications for this addition to the Blue Line. Salt Lake City and their Redevelopment Agency have asked UTA to construct the previously planned 650 South TRAX station on Main Street. The city will be providing funding for the design and construction of the station. This procurement will be conducted as an RFP and vendor selection will be based on technical criteria in addition to price. (Req. 7986)
- **Provo to Santaquin Corridor Transit Options Analysis** - This is a procurement to contract with a firm for consulting services to conduct an analysis of transit options for the Provo to Santaquin corridor. The study will include a review of relevant past studies, demand for transit services, feasibility of a Frontrunner extension, and consideration of a range of transit alternatives to identify the preferred transit projects to serve the corridor. The consultant will also propose alternative land use scenarios that best support transit and the community, and will provide implementation strategies for short, medium, and long-range transit investments. Funding for this analysis will be shared 50/50 by UTA and Mountainland Association of Governments. This procurement will be conducted as an RFP and vendor selection will be based on technical criteria in addition to price. (Req. 8040)

MEMORANDUM TO THE BOARD



TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer

BOARD MEETING DATE: April 29, 2020

SUBJECT:	USDOT Better Utilizing Investments to Leverage Development (BUILD) Grant Application for Future of FrontRunner First Steps: Double Tracking S. Jordan to Draper
AGENDA ITEM TYPE:	Grant Application
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>The US Department of Transportation was appropriated \$1 billion to be awarded for National Infrastructure Investments in 2020 through the BUILD program. BUILD funds are for surface transportation planning and infrastructure projects that will have a significant local or regional impact. BUILD was formerly known as TIGER. UTA was last awarded TIGER funds in 2016 for a collaboration effort for first/last mile projects. Applications for 2020 awards are due May 18, 2020.</p>
DISCUSSION:	<p>Double tracking key sections along the FrontRunner alignment are the first steps to making the commuter rail system one that will grow to fill the transportation needs of the growing Wasatch Front from Ogden to Provo.</p> <p>UTA’s 2019 BUILD application was to install the Vineyard Station, and to double track the section just north of Vineyard and the section from Draper to South Jordan. The US Department of Transportation ranked that application highly recommended and suggested a few changes, should UTA submit it again.</p> <p>UTA staff are modifying the application as suggested. Also, since the state legislature has fully funded the Vineyard station and UTA is funding the northern Utah County doubletracking, the original project that UTA requested funds for is being adjusted. Because the Vineyard station and double tracking in the northern Utah County area benefits the entire FrontRunner system, UTA will include the Vineyard improvements in the narrative, but will only request funding for the Draper to South Jordan stations section of double tracking; and for wayfinding at all three stations (Vineyard, South Jordan, and Draper).</p>
ALTERNATIVES:	If the grant is not pursued, other funding sources must be utilized and this section of doubletracking would be done later.

FISCAL IMPACT:	The current preliminary estimate is that it will cost \$40.9 million to complete the South Jordan to Draper double tracking section and wayfinding for the three stations. The grant requires a minimum of 20% local funding. The maximum grant request is \$25M. UTA is proposing to request just over 50% federal funds for the project, with a 50% local match. The BUILD grant request would be \$20,450,000 with a local match of \$20,450,000. The matching funds would need to be covered by UTA local funds (part of which is in-kind property donation), local partners, Utah TTIF or legislative appropriations. As part of the 2020 General Session, the Utah State legislature appropriated \$1.6M to further study what the next FrontRunner improvements should be.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Communications & Marketing Officer
PRESENTER(S): Nichol Bourdeaux, G.J. LaBonty, Manager Customer Experience

BOARD MEETING DATE: April 29, 2020

SUBJECT: Utah Transit Authority 2019 Onboard Survey

AGENDA ITEM TYPE: Discussion

RECOMMENDATION: Informational report for discussion

BACKGROUND: Title VI regulations (49 CFR part 21) require that *“passenger surveys shall be employed by transit providers on a schedule determined by the transit provider but no less than every five years.”*

Through a competitive RFP, in June 2019 the Customer Experience team hired the Resource Systems Group (RSG), based out of White River Junction, VT. RSG has extensive experience in transit surveying with such agencies as the Chicago Transit Authority, New Jersey Transit and NY Metropolitan Transportation Authority. RSG also conducted on board surveys for UTA in 2011, 2013 and 2015.

Data collection for TRAX, FrontRunner and bus started on September 16, 2019 and ended on December 11, 2019. The primary purpose of these surveys is to allow transit agencies to develop a demographic rider profiles as well as trip profiles comparing minority riders and non-minority riders.

The trip origin and destination data gathered during this survey is also used to support updates to and calibration of the regional travel demand model.

Rider profile data collected includes but is not limited to:	Trip profile data collected includes but is not limited to
• Gender	• Trip purpose
• Age	• Frequency of use
• Race	• Fare payment
• National origin	• Transfers
• Employment status	• Access mode
• Household income	• Egress mode
• Access to automobiles	

DISCUSSION: Staff will present the results of the 2019 On-Board survey at the April 29, 2020 Board of Trustees meeting. The 2019 study was conducted in English and Spanish as a tablet-based intercept study. The origin-destination (OD) survey targeted 10% of average weekday

boardings for rail, while setting a 7.5% average weekday boarding level for buses. These levels were adjusted by route/line, time period, and direction, roughly proportional to actual ridership. In addition, an on-to-off survey was conducted in 2019, with targets of approximately 20% of ridership for rail and for bus routes with over 3,000 riders (all TRAX routes, FrontRunner, and bus routes 200, 217, 470, and 830X).

Surveying was conducted between 5:30 a.m. and 9:00 p.m. (FrontRunner), 6:00 a.m. and 9:00 p.m. (bus and TRAX), and 6:30 a.m. and 9:00 p.m. (S-Line). The RSG team avoided surveying during holidays or during weeks that the college campuses were out of session.

The on-to-off survey allows for a more comprehensive understanding of the true ridership flow of the route, which then allows the main survey data to be more accurately expanded. For the on-to-off survey, surveyors were responsible for the distribution and collection of the on-to-off count cards. Typically, there were two surveyors assigned to each bus with one surveyor covering the front of the bus and a second surveyor positioned at the back of the bus. Rail riders were simply asked where they boarded and where they were alighting.

All data were automatically coded and geocoded in real-time with the tablet-based survey. The OD survey data were weighted and expanded using an iterative proportional fit (IPF) process using the on-to-off data. Survey data were weighted and expanded to match boarding and alighting counts by route, direction, time period, board location and alight location.

The weighted and expanded data represents unlinked trips, meaning that they represent all boardings on UTA transit vehicles over an average weekday. A linked trip weight was calculated from the unlinked weight for all UTA routes in the system and represents the number of overall trips (not boardings) within the system on an average weekday. The linked weight accounts for transfers being made on a single trip. For instance, a respondent making no transfers to another route would receive a linked trip weight of 1 time their unlinked weight, while a respondent who transferred to one other sampled route would have a weight of 0.5 times their unlinked weight, and so on.

There were 13,417 usable surveys collected. Overall the survey achieved 122% of the sampling goals. The following table represents survey sampling goals and % of goal achieved.

Route	Average Weekday Ridership	Sampling Goal	Survey Completes	% OF TARGET
TRAX- Red	22,107	1,708	2,024	119%
TRAX- Blue	15,811	1,476	1,800	122%
TRAX- Green	14,771	1,365	1,682	123%
Frontrunner	18,825	1446	1,947	135%
S-Line	1,270	112	164	146%
Bus	72,284	4,853	5,800	120%
Total	145,069	10,960	13,417	122%

ALTERNATIVES:

N/A

FISCAL IMPACT:	None
ATTACHMENTS:	<ul style="list-style-type: none">• 2019 Onboard Survey Final Report

2019 UTA ONBOARD SURVEY

Final Report | April 7, 2020



180 Battery Street, Suite 350
Burlington, VT 05401
802.383.0118
www.rsginc.com

PREPARED FOR:
UTAH TRANSIT AUTHORITY

SUBMITTED BY:
RSG

IN COOPERATION WITH:
ETC INSTITUTE



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1.0 INTRODUCTION

The Utah Transit Authority (UTA) has expanded its services substantially over the past ten years, and with the expansion of services it is important to understand how travel patterns have changed. The 2019 survey provides UTA and relevant agencies with this comprehensive overview of travel patterns, in addition to providing important information regarding transit riders, including: (a) socio-demographics, (b) fare payment, (c) travel purpose, (d) means of access and egress to/from the system and (e) time of travel, and (f) ultimate origins and destinations.

The 2019 study was conducted as a tablet-based intercept study. The O-D survey targeted 10% of average weekday boardings for rail, while setting a 7.5% average weekday boarding level for buses. These levels were adjusted by route/line, time period, and direction, roughly proportional to actual ridership. In addition, an On-to-Off survey was conducted in 2019, with targets of approximately 20% of ridership for rail and for bus routes with over 3,000 riders (all TRAX routes, FrontRunner, and bus routes 200, 217, 470, and 830X).

2.0 SAMPLING PLANS

The study team developed sampling plans for each of UTA's weekday fixed routes. The sampling plans identified the number of surveys to be completed on each route by direction and time of day with an eye for ensuring an adequate number of surveys by boarding and alighting stop group pair. Surveying was conducted on Mondays through Thursdays and focused on trips between 5:30 a.m. and 9:00 p.m. (FrontRunner), 6:00 a.m. and 9:00 p.m. (bus and TRAX), and 6:30 a.m. and 9:00 p.m. (S-Line). Specifically, the sampling plans and all survey efforts were constructed around the following four UTA-defined time periods:

- AM peak
 - FrontRunner: AM Peak (5:30 a.m.-9:30 a.m.)
 - Bus and TRAX: AM Peak (6:00 a.m.-9:30 a.m.)
 - S-Line Streetcar: AM Peak (6:30 a.m.-9:30 a.m.)
- Midday (all): 9:31 a.m.-3:30 p.m.
- PM Peak (all): 3:31 p.m.-6:30 p.m.
- Evening (all): 6:31 p.m.-9:00 p.m.

The RSG team avoided surveying during holidays or during weeks that the college campuses were out of session. Blackout dates are shown in Table 1.

TABLE 1: BLACKOUT DATES

Day of Week	Date	Holiday	Type of Holiday
Wednesday	11/11/2019	Veterans Day	National
Thursday	11/28/2019	Thanksgiving	National
Friday	11/29/2019	Thanksgiving	National

The O-D survey sampling plan was designed to obtain surveys from 10% of average weekday boardings for rail while setting a 7.5% average weekday boarding sampling level for buses. These levels were adjusted by route/line, time period, and direction, roughly proportional to actual ridership. Overall, UTA has approximately 125,000 weekday boardings during the sampling periods, with about 64,000 on bus (including 35M and 830X) and 61,000 on rail. Based on these ridership numbers, Table 2 shows the survey sampling targets that were set for intercept fielding by service.

The On-to-Off survey sampling plan was designed in a similar manner as the O-D and included survey targets that are approximately 20% of ridership for rail and for bus routes with over 3,000 riders (i.e., all TRAX routes, FrontRunner, and bus routes 200, 217, 470, and 830X).

TABLE 2: RIDERSHIP DATA USED FOR OD AND ON-TO-OFF SAMPLING GOALS

SERVICE	RIDERSHIP	OD SAMPLING RATE	OD SURVEYS	ON-TO-OFF SURVEYS
Bus	55,518	7.5%	4,164	2,015
35M	1,744	7.5%	131	n/a
830X	7,173	7.5%	538	1,435
FrontRunner	14,463	10%	1,446	n/a
TRAX - Blue	14,762	10%	1,476	2,952
TRAX - Green	13,648	10%	1,365	2,730
TRAX - Red	17,083	10%	1,708	3,417
S-Line Streetcar	1,115	10%	112	n/a
Total	125,506		10,940	12,549

Note: On-to-Offs for buses were only conducted for routes with over 3,000 riders (Routes: 200, 217, 470, and 830X)

3.0 QUESTIONNAIRE DEVELOPMENT

The 2015 questionnaire formed the basis for the 2019 questionnaire, but updates were made where appropriate. The complete questionnaire can be seen in Appendix A: Questionnaire. The OD survey was administered by an interviewer with a tablet computer. The data collected for the OD survey include:

- Route surveyed on;
- Direction of travel;
- Any other transit routes used and number of transfers;
- Time of trip;
- Origin location and type;
- Boarding location;
- Alighting location;
- Destination location and type;
- Access and egress modes;
- Frequency of UTA use;
- Gender of respondent;
- Age;
- English language ability and other language spoken at home;
- Household income;
- Race and Ethnicity of respondent;
- Household Size;
- Number of employed individuals in household;
- Number of children in travel party;
- Employment status;
- Disability;
- Student status;
- Driver license status;
- Number of vehicles in household;
- Method of fare payment;
- Alternative to using UTA;
- Reason for use of transit for journey;
- Smart phone availability;
- Home address of respondent (at least ZIP Code);

The Study team designed the survey as a tablet-administered personal interview. The Study team used tablets that integrate with GIS software to allow for accurate real-time geocoding of survey data.

4.0 SURVEY ADMINISTRATION

4.1 STAFFING, SURVEYOR TRAINING AND REMEDIATION

The job positions for this project included On-to-Off count administrators and on-board passenger survey administrators (interviewers). Both roles required surveyors to board bus and rail vehicles and interact with passengers. The trainings and work assignments were conducted between Mondays through Thursdays except for blackout dates identified in Table 1. ETC Institute partnered with the staffing firms Stat Team Staffing and ANIK International to provide surveyors and interviewers.

ETC constantly maintained a survey staff between 15 and 30 individuals in order to assure that there was adequate daily survey coverage. Any time that staff levels dropped below 20, additional hiring and training sessions took place. For the duration of data collection, field operations were managed from individual platforms. There were many advantages when operating with this flexibility. The majority of survey starting locations were centered in close proximity to the light rail system, which allowed survey staff ease of access getting to and from their daily assignments. Furthermore, this reduced survey staff dead head times in comparisons with fielding from bus garages.

During the data collection, field supervisors monitored survey performance, quality of collected survey data, and collected feedback from passengers in order to evaluate each individual interviewer. When necessary, ETC provided surveyor coaching on a daily basis, which consisted of each surveyor receiving constructive feedback and remediation in order to improve their overall performance. On occasion survey staff had to be removed due to the continuation of poor performance. When this happened and survey staff were terminated due to performance issues, no call/no shows, etc., ETC documented these issues and the reasoning for removal.

4.2 ON-TO-OFF ADMINISTRATION

Training

ETC conducted an On-to-Off training on September 16, 2019, which involved two hours of classroom training and four hours of field training for a total of six hours per surveyor. The primary tool that was used for the training session was a PowerPoint presentation. The training went over the following details:

- Equipment use and set up
- Methodologies for collecting rail and bus boarding and alighting pairs
- How to approach passengers
- Distribution and collection of bus On-to-Off cards
- How to handle refusals

- How to react in various situations that may be encountered

After surveyors demonstrated that they were capable of performing the On-to-Off count, the surveyors were invited to field training. The field training provided hands-on training that involved the actual conducting of the On-to-Off count with bus and train passengers. During the field training, surveyors were tested on their proficiency and were provided with additional coaching if needed. If the surveyor was deemed unable to perform the On-to-Off count, they were replaced.

Procedure

The On-to-Off count data collection occurred a day after the training and was conducted between September 17, 2019 and October 2, 2019 for bus On-to-Offs, and between September 17, 2019 and October 17, 2019 for rail On-to-Offs. Surveyors were responsible for the distribution and collection of the On-to-Off count cards. Typically, there were two surveyors assigned to each bus with one surveyor covering the front of the bus and a second surveyor positioned at the back of the bus. The surveyor at the front of the bus scanned and distributed barcoded cards to boarding passengers while the surveyor at the back of the bus collected and scanned the cards as passenger alight. The surveyors were equipped with handheld scanning devices in order to capture the boarding and alighting locations. If three door buses were surveyed such as the 830X, then a third surveyor was added to the third door.

For TRAX, survey staff rode the rail lines and asked each passenger the location that they boarded the line and where they will be exiting the line. In some instances, when TRAX station level goals were close to a goal, surveyors would be stationed at certain TRAX stations and would ask passengers what station they would be getting off since the survey staff would know the boarding station since they were positioned at that station.

4.3 OD SURVEY ADMINISTRATION

OD Pilot Test

A pilot test for the UTA Onboard Survey was conducted from September 10 - 12, 2019 between the hours of 5:30am and 10:00pm. The purpose of the pilot test was to assess all aspects of the survey including survey design, sampling methodology, implementation, and data processing tasks. All interviewers who participated in the pilot test participated in one day of training prior to the start of the pilot test (i.e., Tuesday September 9th, 2019). The training activities that were covered included:

- An introduction to the project (purpose, scope, etc.)
- Fare category and type breakdown from UTA
- Review of tablet functionality (projected on screen)
- Extensive training on survey administration and sampling procedures
- Individual interviewer training on the tablet
- Practice interviews with ETC supervisory staff

The training also included a practical exercise to ensure that all interviewers were technically competent to perform all tasks that would be required in the field.

The pilot test was administered to transit riders on all TRAX rail lines, the S Line, FrontRunner, and bus routes 17, 21, 213, and 525, therefore consisting of Light Rail, Commuter Rail, Streetcar, and Bus in order to evaluate response rates on a mixture of service types.

A total of 792 passengers were asked to participate in the pilot test. Of these, 674 agreed to participate with the in-person interview, while 10 respondents provided call back or e-mail information, overall resulting in 600 usable surveys. 255 of the 600 surveys (42%) were collected on bus lines and 345 (58%) were collected on rail. There were no problems with the sampling procedures and the process for randomly selecting riders on buses and trains worked very well. Based on the successful results of the pilot test, ETC Institute proceeded with no changes to the sampling procedures.

Survey Administration

TRAINING

The main Origin and Destination training occurred on September 12, 2019. The training involved four hours of classroom training and eight hours of field training, with an additional two hours of follow-up training for a total of 14 hours per interviewer. The ETC data collection manager created the necessary training materials and conducted the OD training. The classroom training session included a PowerPoint presentation to explain the purpose and objectives of the survey, questionnaire content, interviewer procedures and requirements, survey logistics, how to maximize response rates (including hard-to-survey passengers), and the data collection process in a step-by-step format. Other goals of the training included building interview staff confidence, helping interview staff feel that they are an important part of the survey's success, and helping them understand the importance of the survey and the long-term benefits to their community.

ETC Institute ensured that the training addressed the following details:

- Overview of all topics covered in tablet questionnaire
- Importance of understanding the intent of the questions
- Instructions on conveying the purpose of the survey to passengers
- Importance of random selection and properly recording all refusals
- Importance of data confidentiality
- How to handle passenger comments and complaints
- Instructions on how to record/pass any unsolicited comments on to supervisors so they can be passed on to appropriate agency staff
- Tips on intercepting/interacting with passengers with disabilities
- Tips on intercepting/interacting with limited English Proficient passengers
- Cultural sensitivity

Towards the end of training, interviewers conducted mock interviews using the survey tablets. This allowed ETC staff to gauge each interviewer's comprehension of the survey and instrument and provide feedback as needed. At the conclusion of the training, interviewers were tested on items discussed in training. Following classroom training, applicants had a chance to conduct interviews under the supervision of an experienced supervisor from ETC Institute. Supervisors oversaw interviewers and provided feedback on performance throughout the day. Interviewers who were conducting the survey properly were allowed to go to the next phase of field training. Interviewers who needed more help, but showed promise were asked to spend a second day in the field under direct supervision. Once an interviewer demonstrated proficiency under direct supervision, he/she was given a field test during which the prospective interviewer conducted surveys on his/her own. During this period, the interviewer's productivity and data quality were remotely assessed by ETC Institute's staff. Additional, smaller OD survey training sessions were held throughout fielding approximately every two weeks.

ADMINISTRATION PROCEDURE

Data collection for both TRAX and bus started on September 16, 2019 and ended on December 11, 2019. Interviewers boarded their assigned bus/train and selected riders at random to participate in the survey. While conducting the interview, interviewers asked the respondent each question from the survey tablet and recorded each response provided to them by the passenger. Interviewers had to be capable of establishing conversation in regards to the survey with bus/rail passengers and inputting passenger responses. If a passenger did not have the opportunity to complete the survey on board their bus/rail line, they were offered to provide their name and phone number or e-mail to complete the survey later. If the respondent did not respond to the text within three days, an ETC call center representative called and followed up with the respondent. If a respondent did not respond to the e-mail, a follow up e-mail was sent.

PERFORMANCE MONITORING

To ensure that quality data were collected, and interviewers were conducting the OD survey in accordance with the study team's standards, real-time monitoring and in-person monitoring were conducted, as described below.

Real-Time Monitoring of Surveyor Performance. The tablet PC program was designed in a manner that allowed ETC Institute's field supervisors to monitor the performance of individual interviewers in real time. Throughout the day field supervisors evaluated the performance of each interviewer. This included a review of response rates and the characteristics of the passengers who were interviewed with regard to age, gender, race, and the average length of each interview. These daily reviews allowed the research team to provide immediate feedback to interviewers to improve their overall performance. It also allowed the research team to quickly identify and remove interviewers who were not conducting the survey properly. Separately, spot checks were conducted on the location and transfer information to make sure the trips being captured were logical.

In-Person Monitoring. As part of the initial training interviewers were monitored as they conducted interviews with passengers to ensure that surveying protocols were followed. As part of ongoing quality control checks interviewers were periodically monitored during the data

collection. These checks were primarily conducted with interviewers who were struggling in some capacity.

5.0 DATA PROCESSING

5.1 DATA CLEANING

Completeness of Data

To ensure that accurate and quality data were collected, completed surveys were reviewed by field supervisors upon receipt. Field supervisors then provided feedback and additional training to interviewers. Real-time review had the added benefit of calculating the number of surveys completed by time period. Additionally, it provided overall daily progress, the progress of each route, and the progress of the surveyors. This information was also used in the creation of the weekly progress reports.

REAL-TIME GEOCODING

Because a web-based tablet survey was used to conduct and administer intercept interviews, addresses and intersections collected during field interviews were instantaneously geocoded with nearly 100% accuracy because the tablets were equipped with 4G/3G service and interface with Google Maps in real-time. In addition, after addresses and intersections were geocoded, the survey software plots the locations on a map, which served as a visual aid that interviewers used to confirm accurate information was gathered.

All data were automatically coded and geocoded in real-time with the tablet-based survey. Much of the data were cleaned in real-time as well, with interviewers double-checking whether a respondent's trip made sense while they took the survey. However, additional checking were done after surveys have been collected. Some of the specifics that were performed include the following:

- Checking for valid home, origin, and destination street names, city names, and zip codes;
- Ensuring the number of household occupants was greater than or equal to the number of employed members of the household;
- Ensuring the respondents who indicated that they were employed also reported that at least one member of their household was employed;
- Ensuring that transit route/line names and stops/stations were consistently spelled/coded
- Ensuring that transfers to/from other transit routes/lines were possible, with some leeway provided for riders who walk several blocks to reach their next route;
- Ensuring the time of day a survey was completed was reasonable given the published operating schedule for the route;
- Ensuring the origin and destination addresses were not the same;
- Ensuring that the boarding and alighting addresses were not the same;
- Ensuring the boarding and alighting addresses made sense for the route;
- Ensuring that the respondent did not list the same route twice;
- Checking to be sure the access/egress mode was appropriate given the distance of travel from the trip origin/destination to place where the respondent boarded/alighted transit; and
- Reviewing the total distance on transit compared to the total trip distance.

In addition, each trip was visually inspected. The key tasks that were conducted as part of this visual inspection included the following:

- Visually inspecting and examining key variables of survey trips with very short distances;
- Visually inspecting the sensibility of trips with zero transfers or three or more transfers;
- Visually inspecting the sensibility of drive access/egress trips given the distance traveled by car relative to the distance traveled by transit;
- Visually inspecting the sensibility of drive access/egress trips with more than one transfer;
- Visually inspecting sensibility of the origin-to-destination path with respect to the survey route that was used for the trip; and
- Visually inspecting the routes reported being used for the trip.

If a record passed all of the visual checks and verifications listed above, the record was classified as “useable” and tagged for inclusion in the final survey database.

5.2 DATA WEIGHTING/EXPANSION

The OD survey data were weighted and expanded using an iterative proportional fit (IPF) process with the On-to-Off data (where available) used as the seed matrix. Survey data were weighted and expanded to match boarding and alighting counts by route, direction, time period, board location and alight location.

Stop-level APC data for the study period were obtained from UTA. For the TRAX light rail routes, the Sugarhouse streetcar and FrontRunner, UTA provided average weekday boarding and alighting counts from the period between September and November, 2019 (excluding holidays). For bus routes, average weekday boarding and alighting counts were provided for the period between August and December, 2019 (again, excluding holidays).

The following time periods were used:

- AM Peak
 - FrontRunner (5:30-9:30am)
 - Bus and TRAX (6:00-9:30am)
 - S-Line Streetcar (6:30am-9:30am)
- Midday (9:30am-3:30pm)
- PM Peak (3:30-6:30pm)
- Evening (6:30pm-9:00pm)

The study team weighted to stop location at the most disaggregate level possible, but aggregation of stops into “stop segments” was necessary to ensure sample sizes were adequate in each cell for the weighting process. Segments were assigned based on a combination of geography and the surveys that were collected from each route so that there were some boardings and alightings in each segment at each time period. Higher ridership routes were divided into multiple segments and lower ridership routes (under 3,000 daily riders) were divided into two segments.

The IPF technique assigns a weight to each joint board and alight combination by route, direction and time of day so that the sum of each dimension matches the targeted marginal

totals of boardings and alightings. The process starts by using the on-to-off flow data as a “seed” boarding and alighting matrix. This matrix is then adjusted so that a) the total number of boardings is equal to the corresponding number of APC boardings and then b) the total number of alightings is equal to the corresponding number of APC alightings. This adjustment is repeated, iteratively, until the matrix converges. This results in a board and alight matrix that has boarding and alighting totals that equal the APC data counts and boarding and alighting pair totals that are as close as possible to the data collected in the on-to-off survey. For routes without an on-to-off survey, the same process was used, but the unweighted OD survey counts themselves were used as the seed matrix.

The ridership targets, original sampling goals, unweighted survey counts and average weights for each service type are shown in Table 3.

TABLE 3: WEIGHTING AND TOTAL RIDERSHIP

ROUTE	AVERAGE WEEKDAY RIDERSHIP*	SAMPLING GOAL	SURVEYS (UNWEIGHTED /NOT EXPANDED)	SURVEYS (WEIGHTED/ EXPANDED)	AVERAGE WEIGHT
TRAX- Red	22,107	1,708	2,024	22,107	10.92
TRAX- Blue	15,811	1,476	1,800	15,811	8.78
TRAX- Green	14,771	1,365	1,682	14,771	8.78
Frontrunner	18,825	1446	1,947	18,825	9.67
S-Line	1,270	112	164	1,270	7.75
Bus	72,284	4,853	5,800	72,284	12.46
Total	145,069	10,960	13,417	145,069	10.81

*Note: Ridership data for TRAX, the Sugarhouse streetcar and FrontRunner are weekday data (excluding holidays) from the period between September and November, 2019. Ridership data for bus routes are weekday data (excluding holidays) from the period between August and December 2019.

Linked Trip Weight

The weights calculated in the IPF process are unlinked weights, meaning that they represent all boardings on UTA transit vehicles over an average weekday. A linked trip weight was calculated from the unlinked weight for all UTA routes in the system and represents the number of overall trips within the system on an average weekday. The linked weight accounts for transfers being made on a single trip. A respondent making no transfers to another route would receive a linked trip weight of 1 time their unlinked weight, while a respondent who transferred to one other sampled route would have a weight of 0.5 times their unlinked weight, and so on.

Analyses conducted using the linked trip weight represent individual passengers among the sampled routes and accounts for transfer activity between the routes. This weight should be applied when analyzing markets so that riders making transfers are not counted multiple times; unlinked weights should be applied when analyzing a single route.

TABLE 4: MEDIUM TAZ DISTRICT DESCRIPTIONS

1	North of Brigham City	24	SLC east of I-15
2	Brigham City, Perry - West of I-15	25	SSL-Murray
3	Brigham City, North Perry	26	Millcreek-Holladay
4	South Perry, Willard	27	S.Flat, U-111@62nd
5	Ex-West Weber	28	WJ, WB, west of MVC
6	NW Weber	29	W.Daybreak, Herriman
7	North Ogden	30	WJ, I-15 to MVC
8	Hooper-Roy-W.Haven	31	SJ, I-15 to MVC
9	Ogden Core	32	Riv, I-15 to MVC
10	S.Og-Riverdale-Uintah	33	Midvale, Cot, N.Sandy
11	Clinton-W.Pt-Clearfield	34	Sandy
12	HAFB area	35	Draper
13	Kaysville-Syracuse	36	Cedar Valley
14	Layton-Ft.Heights	37	Saratoga Springs
15	Farmington-Centerville	38	Lehi
16	WX, Bountiful, NSL	39	Alpine-Highland
17	NW Quad-International	40	AF-PG
18	MVC to Tailings	41	Orem-Vineyard
19	MVC-Magna-ATK	42	Provo
20	Airport-Rose Park	43	SF-Springville
21	I-15 to MVC, I-80 to 20	44	Lake Shore-Palmyra
22	WVC-Taylors	45	Payson-Salem
23	SL CBD	46	Santaquin-Elberta

6.0 RIDER PROFILE

The demographic results presented below are weighted with the linked trip weight, since this accurately represents the entire UTA ridership population. Choice ridership, that is, whether someone could have taken a car for their trip, is presented by transit mode, since there is considerable variation between the three modes.

6.1 DEMOGRAPHICS

UTA ridership consists of slightly more men than women (58% vs. 41%, Figure 2). A majority of riders, 63%, were younger than 35 years old (Figure 3).

FIGURE 2: GENDER

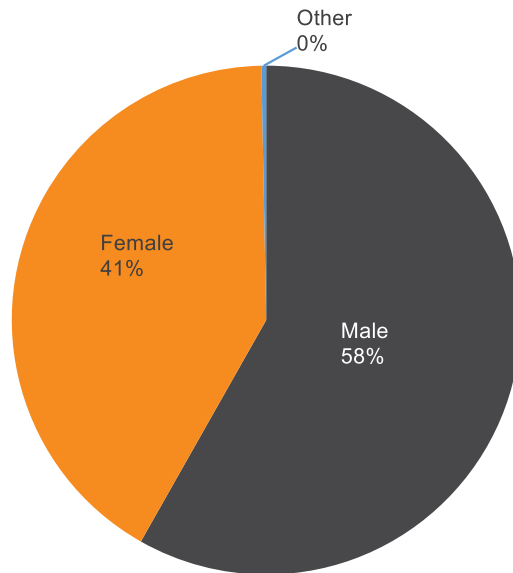
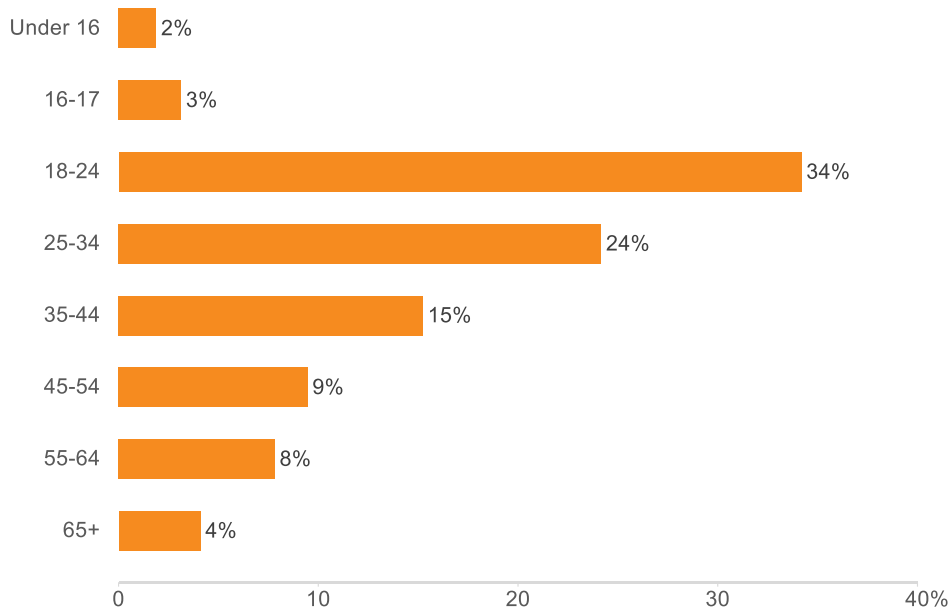


FIGURE 3: AGE



One third of respondents, 33%, reported annual household incomes of under \$25,000 while the median annual household income was in the \$32,000-\$39,999 range (Figure 4). The great majority of UTA riders, 76%, identifies as White (Figure 5).

FIGURE 4: ANNUAL HOUSEHOLD INCOME

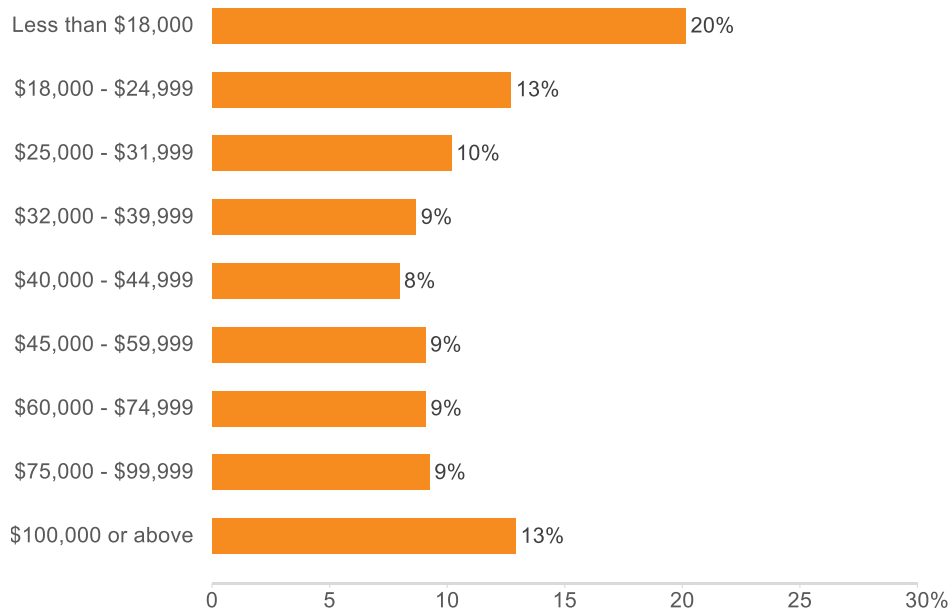
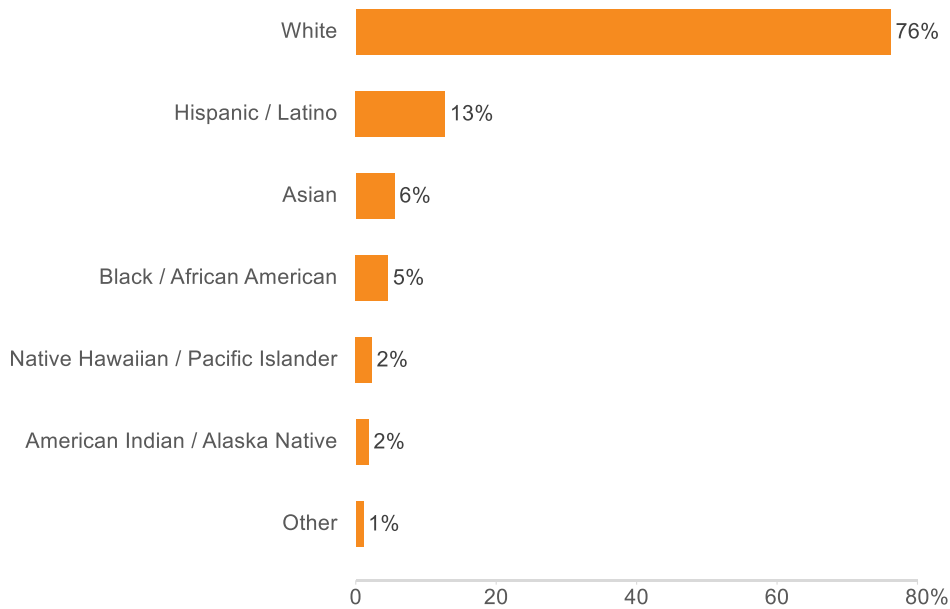


FIGURE 5: RACE



Note: Respondents could select multiple responses and therefore the totals do not add to 100%.

Nearly half of respondents reported working full-time, while 30% reported being employed part-time and one-fifth being unemployed or retired (Figure 6). Forty percent of respondents identified as a full- or part-time student at some level (Figure 7).

FIGURE 6: EMPLOYMENT STATUS

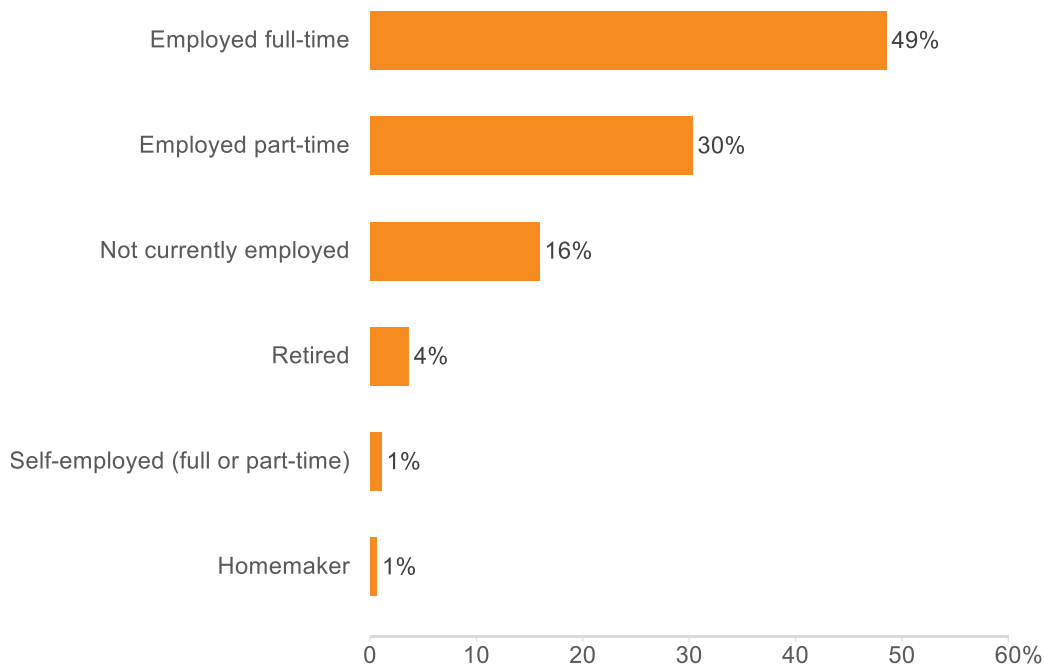
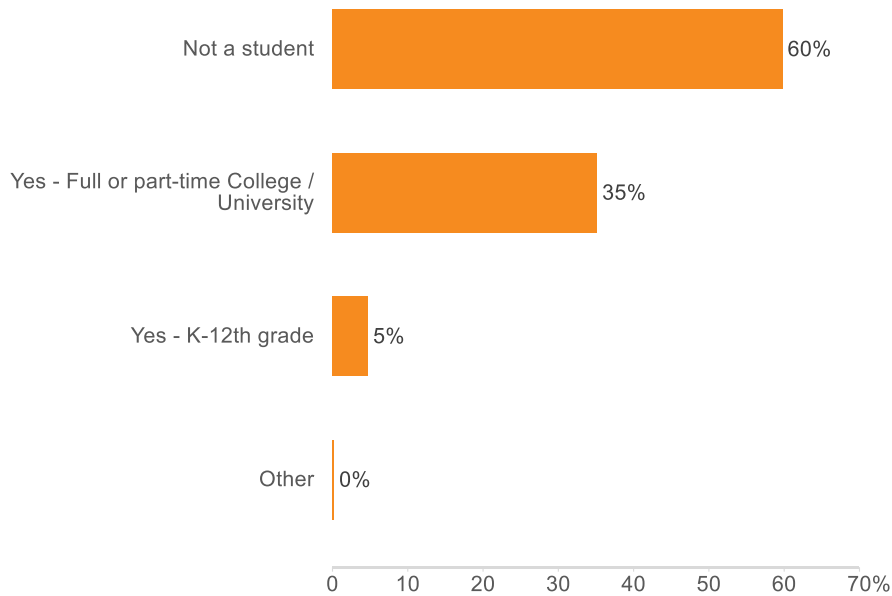


FIGURE 7: STUDENT STATUS



CHOICE RIDERSHIP

Overall, a majority of UTA riders are choice riders, meaning that they could have taken a car for the same trip. However, this varies substantially by transit mode; for instances, a majority of bus riders, 52%, are *not* choice riders but 62% of light rail users and almost three quarter of commuter rail users are (Figure 8). Choice riders are more likely to travel in the peak periods and are less likely to travel during the midday (Figure 9).

FIGURE 8: COULD USE A VEHICLE FOR THIS TRIP

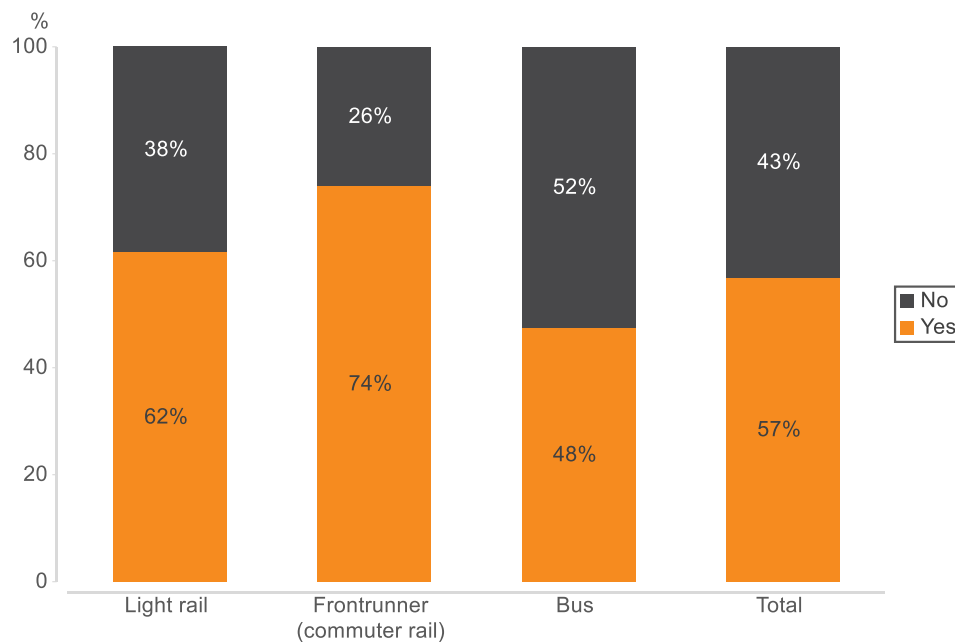
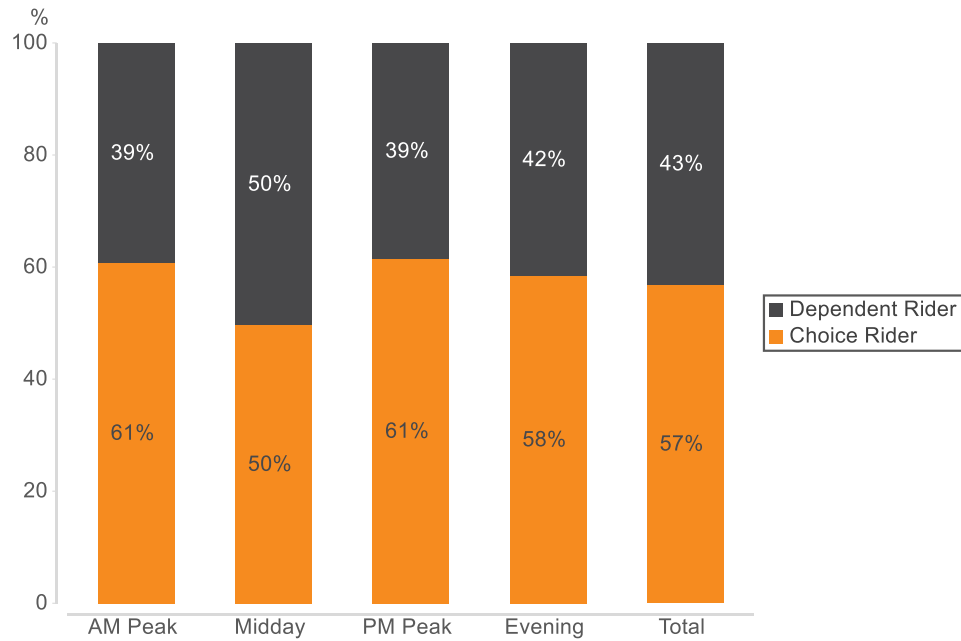


FIGURE 9: CHOICE RIDERSHIP BY TIME PERIOD OF BOARDING



Compared to light rail (27%) and bus riders (32%), a smaller percentage of FrontRunner riders currently do not already possess any car (7%, see Figure 10). However, these FrontRunner riders with currently no car are much more likely to report that they plan to purchase a car soon (35%) compared to light rail (27%) or bus riders (23%), see Figure 11. Similarly, only 65% of bus riders report having a driver’s license compared to 75% of light rail and 91% of commuter rail riders (Figure 12).

FIGURE 10: NUMBER OF VEHICLES IN HOUSEHOLD

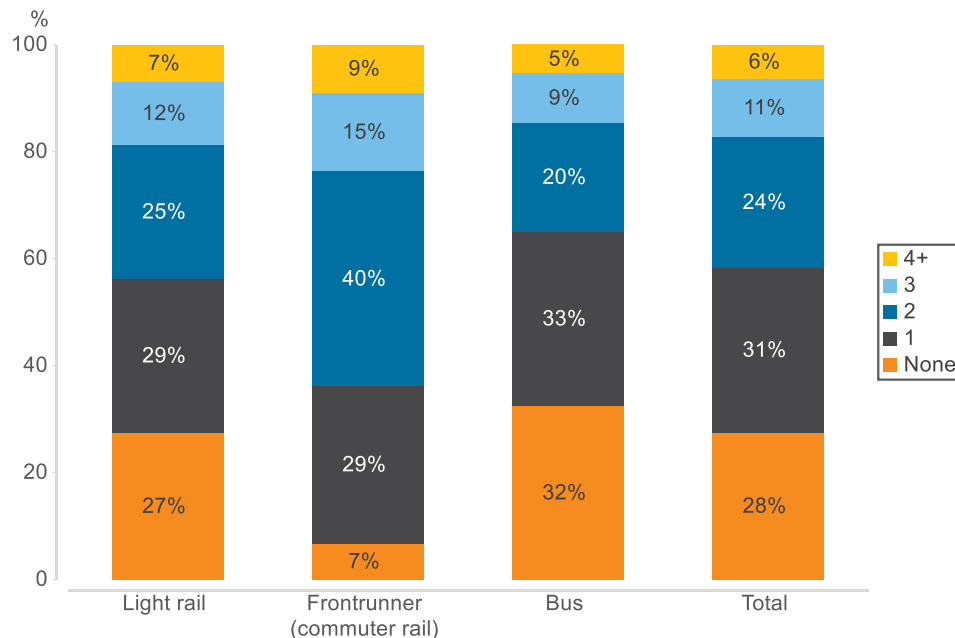


FIGURE 11: IF WITHOUT CAR IS GOING TO BUY ONE SOON

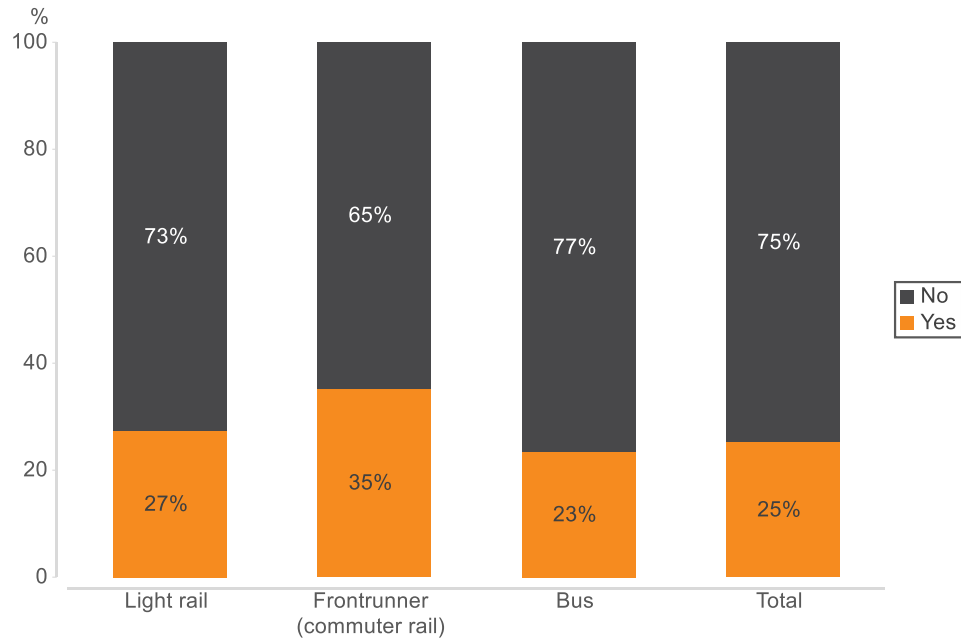
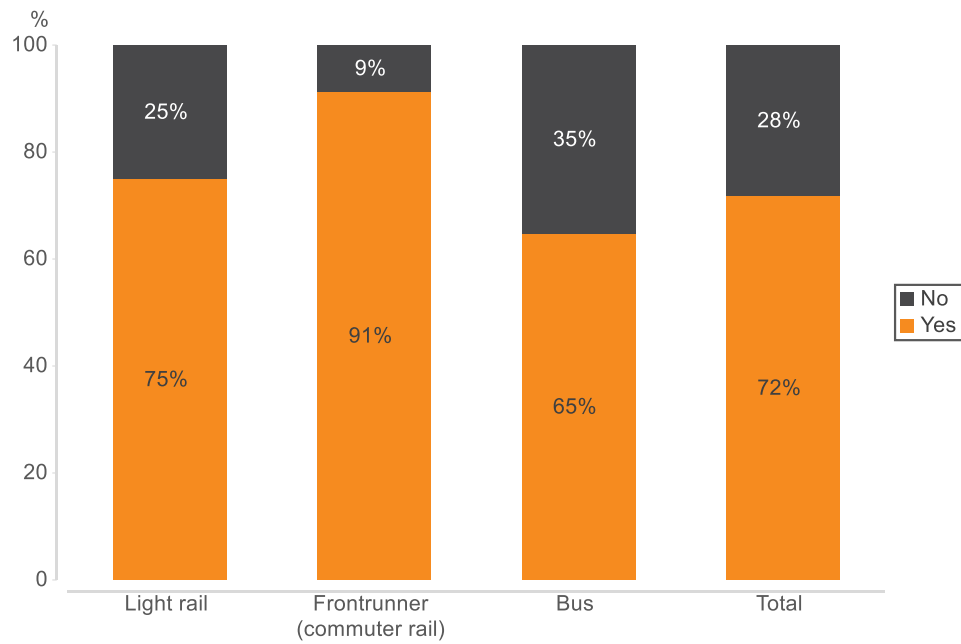
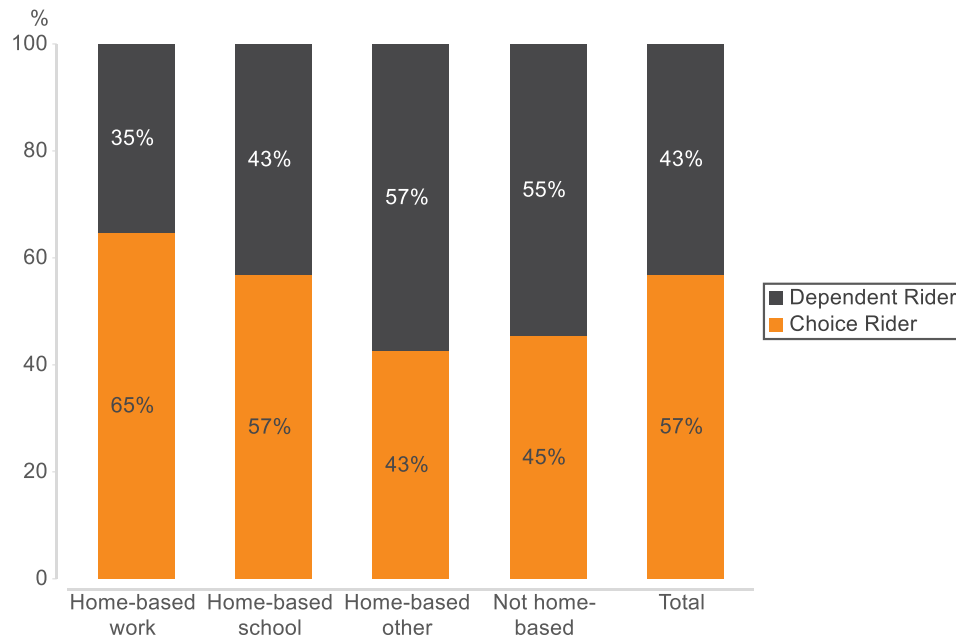


FIGURE 12: DRIVER'S LICENSE



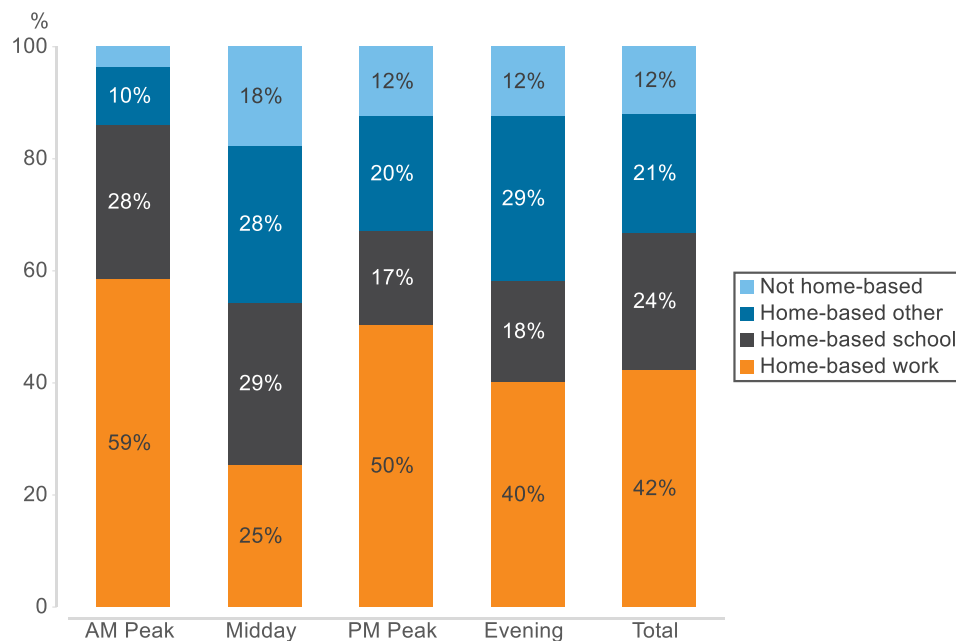
Choice riders are more likely to be commuting to work or school than traveling for any other purpose. 65% of respondents traveling to or from work are choice riders (Figure 13).

FIGURE 13: CHOICE RIDERSHIP BY TRIP PURPOSE



Most of the trips taken in the peak travel periods are to or from work. AM Peak and Midday time periods have a larger proportion of home-based school trips than the other time periods (Figure 14).

FIGURE 14: TRIP PURPOSE BY TIME PERIOD OF BOARDING



7.0 TRIP PROFILE

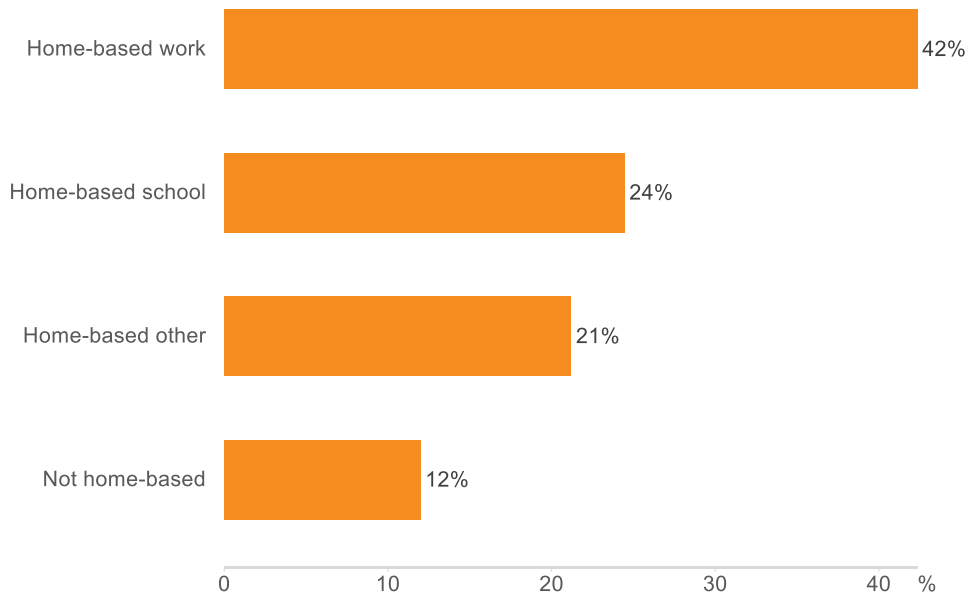
Below we present results on the nature of the trip rather than the characteristics of the riders themselves.

7.1 TRIP PURPOSE

Trip purpose was inferred by origin and destination type. In other words, in addition to the origin and destination addresses, riders were also asked about the type of the origin and destination, such as whether it was home, work, school, etc. From these answers, the trip purpose was inferred. Trip purpose was divided into four categories for the purposes of this report: home-based work trips (i.e., between home and work), home-based school trips (i.e., between home and a college or K-12 school), home-based non-work trips (i.e., between home and a place other than work or school), and trips that are not home-based (i.e., neither the origin nor destination is the respondent's home).

Forty-two percent of the sampled trips on the corridor were home-based work trips, with an additional 24% of home-based school trips. The vast majority of trips either begin or end at home (88%) (Figure 15).

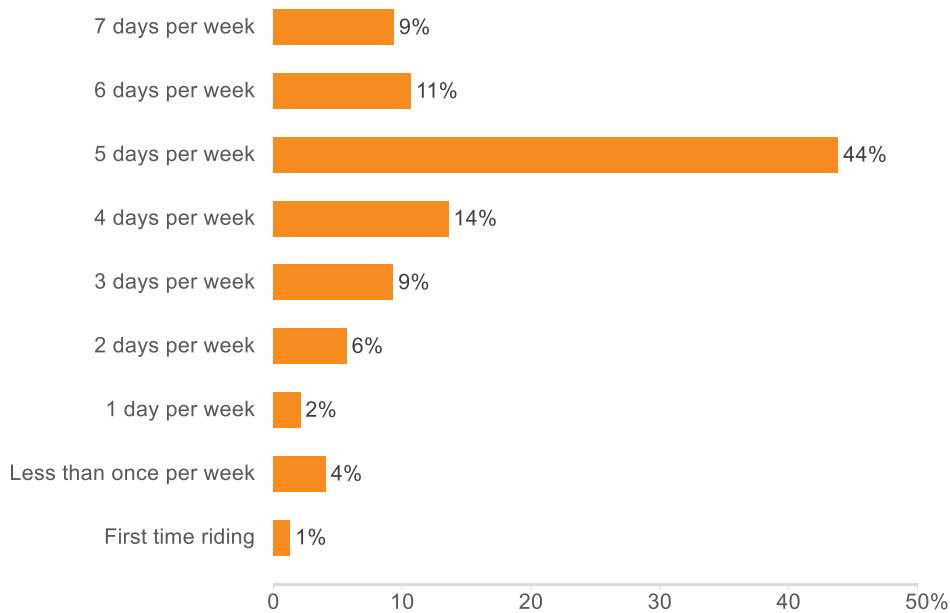
FIGURE 15: TRIP PURPOSE



7.2 TRIP FREQUENCY

With regards to trip frequency, a plurality of riders, 44%, use transit five days per week, and the overwhelming majority, 95% use transit at least once per week (Figure 16).

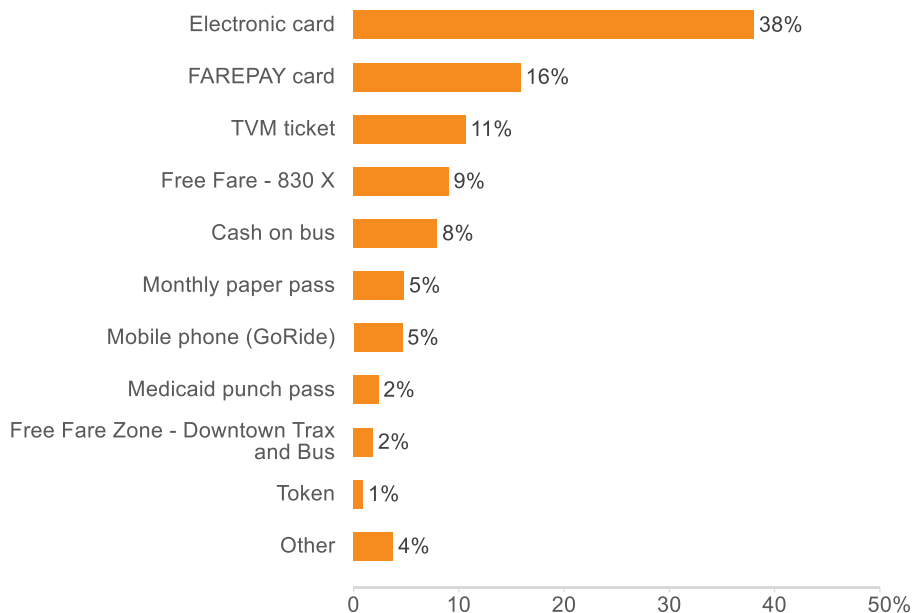
FIGURE 16: TRIP FREQUENCY



7.3 FARE PAYMENT

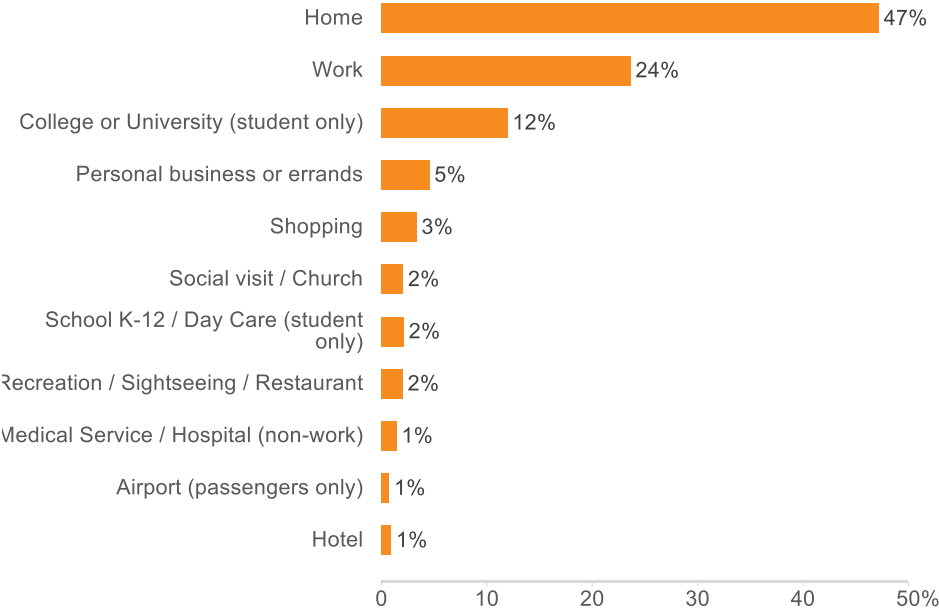
Tapping on, either with an electronic card or a FAREPAY card, is the most popular method to pay fare among respondents (38% and 16% respectively) (Figure 17).

FIGURE 17: FARE PAYMENT



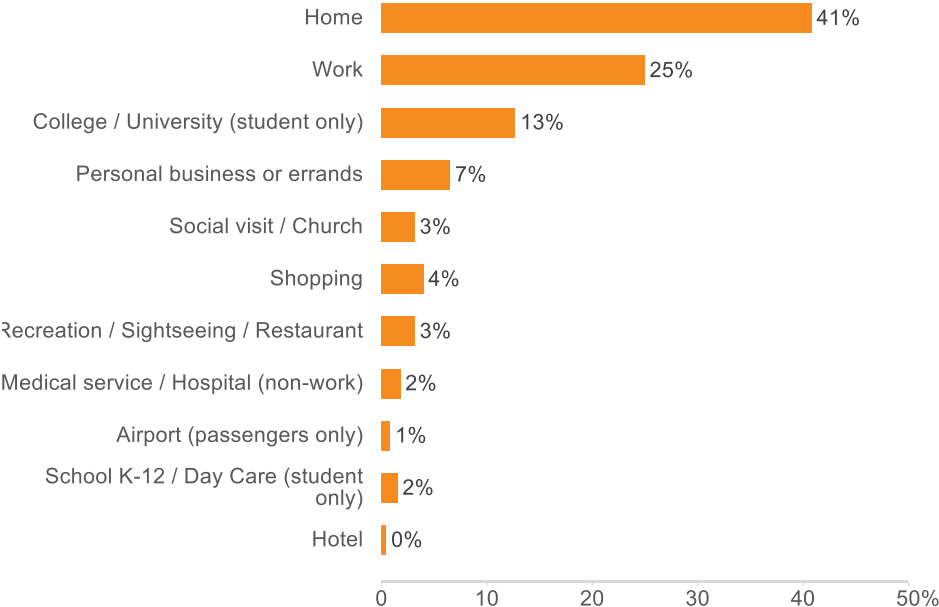
Nearly half of respondents are traveling from their home (47%) and nearly a quarter of respondents are traveling from work (24%) (Figure 18).

FIGURE 18: ORIGIN TYPE



The most reported trip destination among respondents was home (41%) while one in four reported work as their destination (25%) (Figure 19).

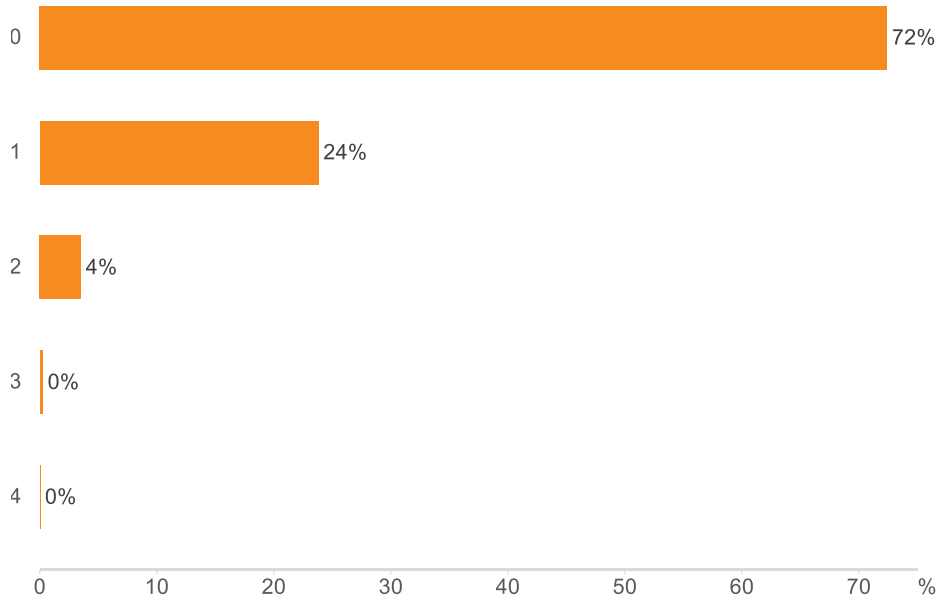
FIGURE 19: DESTINATION TYPE



7.4 TRANSFERS

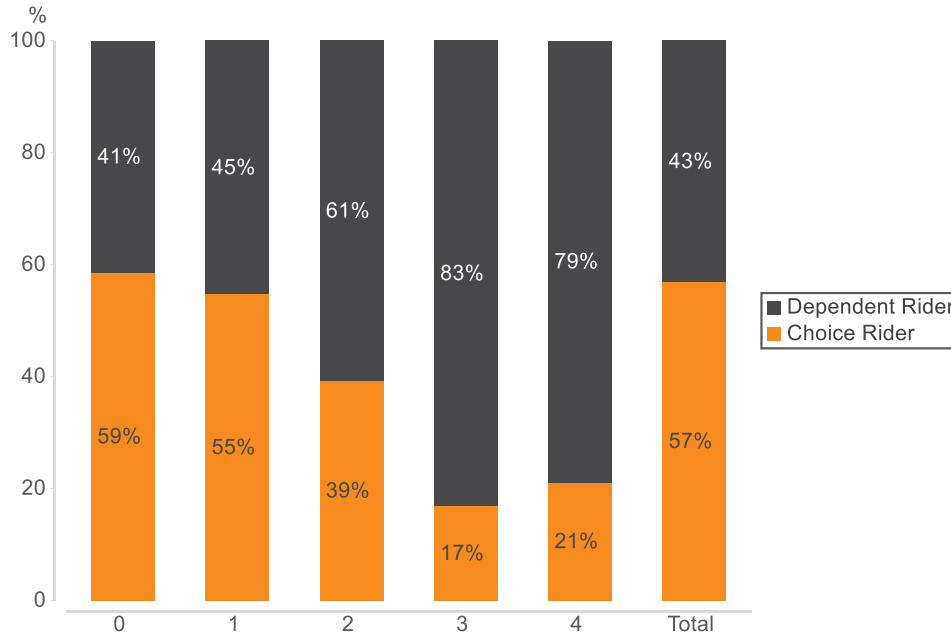
Nearly 70% of surveyed riders required no transfer and fewer than 6% of riders required more than one transfer (Figure 20).

FIGURE 20: TRANSFERS



Dependent riders are more likely than choice riders to have more than one transfer on their trip (Figure 21).

FIGURE 21: CHOICE RIDERSHIP BY TOTAL NUMBER OF TRANSFERS



7.5 ACCESS AND EGRESS MODE

Most respondents access transit by walking to the stop or station (77%) (Figure 22). After alighting the bus or train, a slighter higher percentage of respondents walk to their destination (80%) (Figure 23).

FIGURE 22: ACCESS MODE

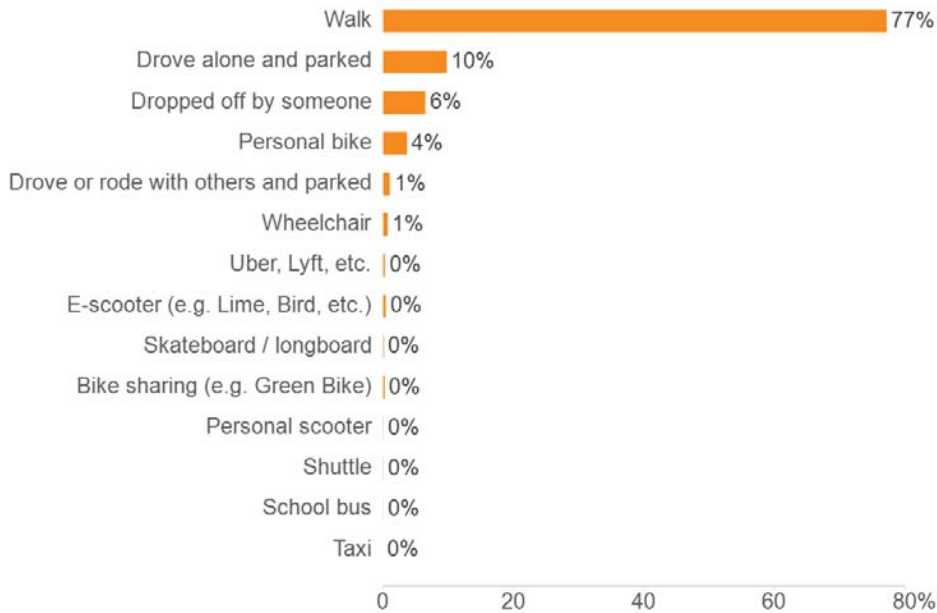
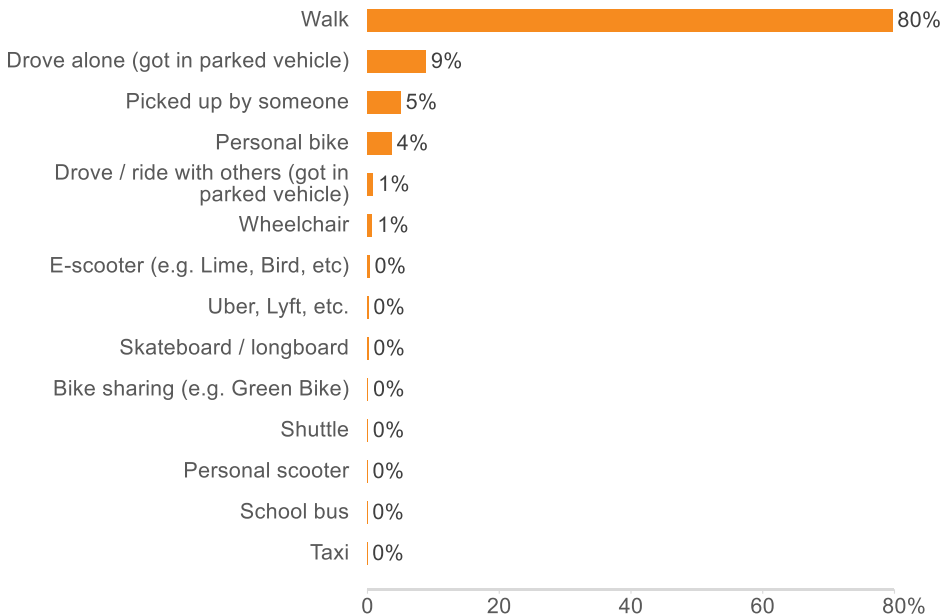


FIGURE 23: EGRESS MODE



Respondents traveling from their home are the most likely to report accessing transit by driving alone and parking at or near the station (Table 5). Respondents traveling to their home are similarly the most likely to get in a parked vehicle and drive alone after alighting from a bus or train (Table 6).

TABLE 5: ACCESS MODE BY ORIGIN TYPE

	HOME	WORK	COLLEGE / UNIVERSITY	PERSONAL BUSINESS OR ERRANDS	SHOPPING	OTHER
Walk	65%	87%	94%	86%	94%	83%
Drove alone and parked	19%	2%	1%	2%	0%	1%
Dropped off by someone	8%	6%	2%	5%	1%	9%
Personal bike	4%	4%	3%	5%	3%	4%
Drove or rode with others and parked	2%	1%	0%	0%	0%	1%
Other	2%	1%	1%	2%	2%	3%

TABLE 6: EGRESS MODE BY DESTINATION TYPE

	HOME	WORK	COLLEGE / UNIVERSITY	PERSONAL BUSINESS OR ERRANDS	SHOPPING	OTHER
Walk	65%	89%	95%	88%	90%	85%
Drove alone (got in parked vehicle)	21%	1%	0%	1%	1%	1%
Picked up by someone	7%	3%	1%	4%	3%	8%
Personal bike	4%	5%	2%	5%	2%	3%
Drove / ride with others (got in parked vehicle)	2%	0%	0%	0%	0%	1%
Other	1%	2%	1%	3%	5%	2%

8.0 ORIGIN-DESTINATION ANALYSIS

The two maps below illustrate trip production and attraction by medium TAZ district. Figure 24 shows that trip production is observed at significant rates from zones throughout the UTA service area, with the highest rates observed in the population centers of Salt Lake City, Provo, and Orem. Figure 25 shows that trip attractions are more confined to these core population and job centers in the region.

FIGURE 24: TRIP PRODUCTION MAP BY ZONE

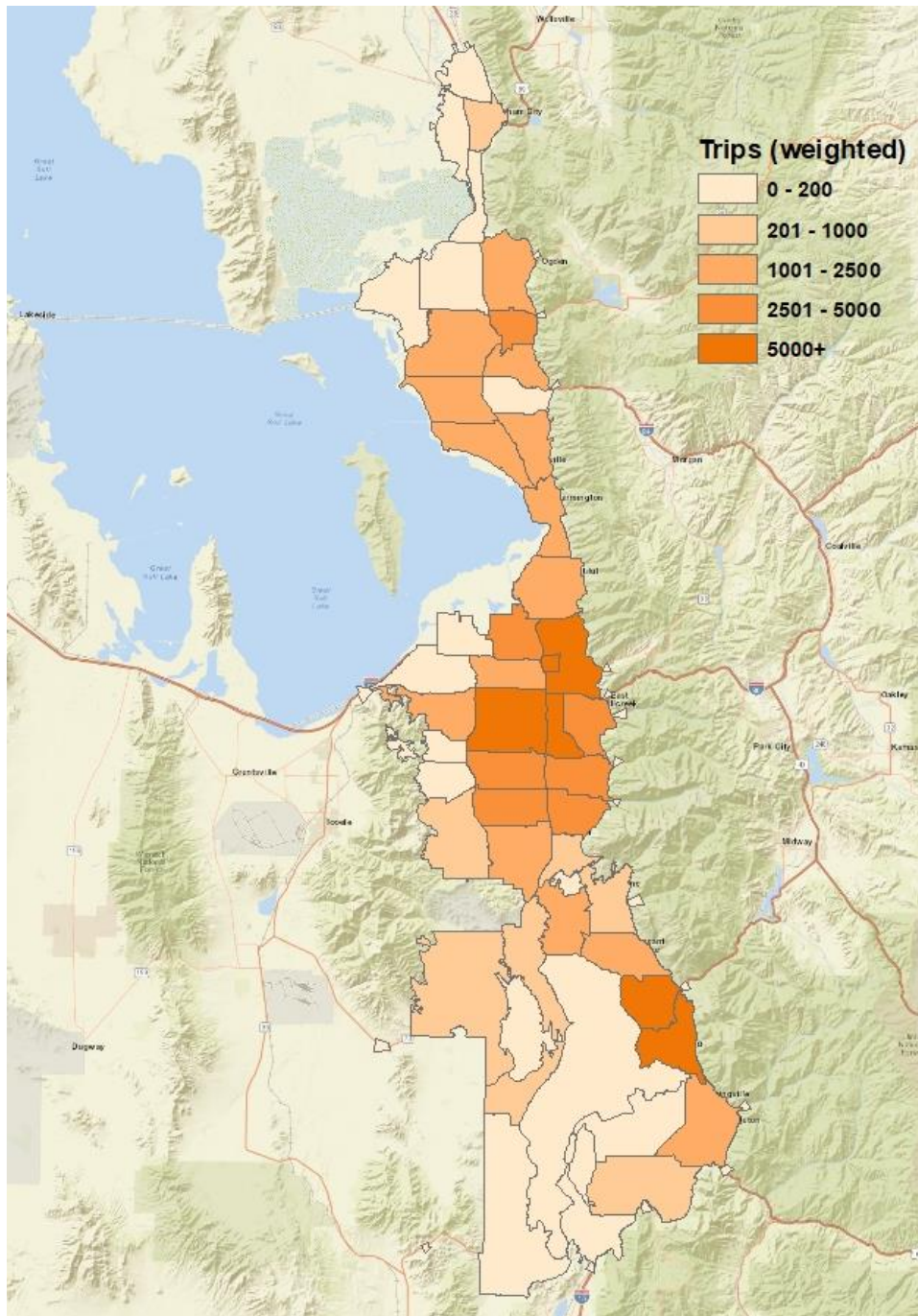
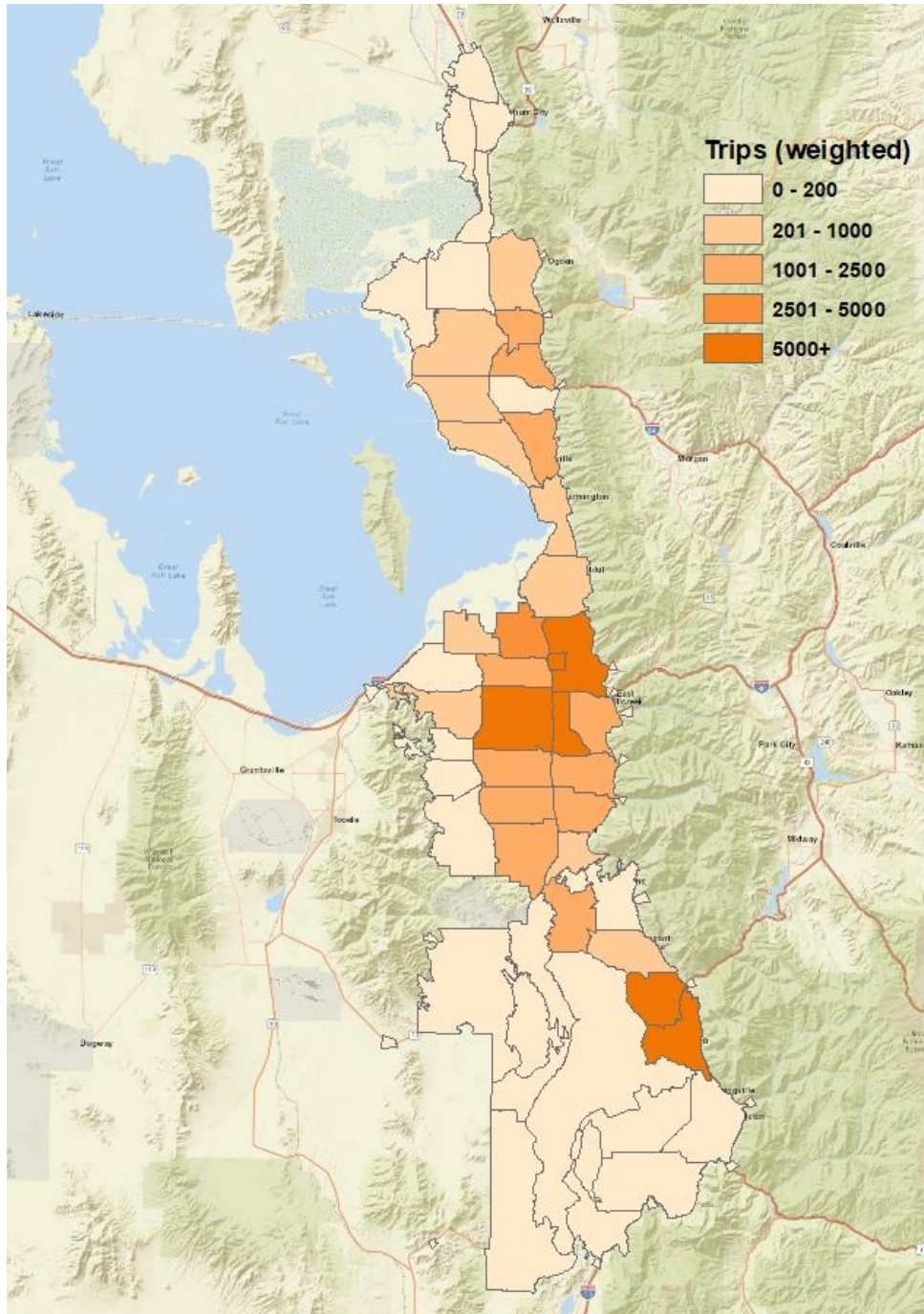


FIGURE 25: TRIP ATTRACTION MAP BY ZONE



The charts and table below detail trip production and attraction by zone (weighted and expanded). The geographical unit is again medium TAZ districts, which can be referenced in Figure 1 and Table 4. Figure 26 and Figure 27 show that SLC east of I-15 is the largest production and attraction zone in the UTA service area. Figure 28 shows the largest ten production-attraction zone pairs. Of over 2,000 total zone pairs, the top ten pairs encompass over one-third of all trips. Travel between and within SLC east of I-15 and SLC CBD accounts for nearly 20% of all trips while travel between and within Provo and Orem-Vineyard accounts for approximately 10% of total trips.

FIGURE 26: TRIP PRODUCTION BY MEDIUM TAZ DISTRICT

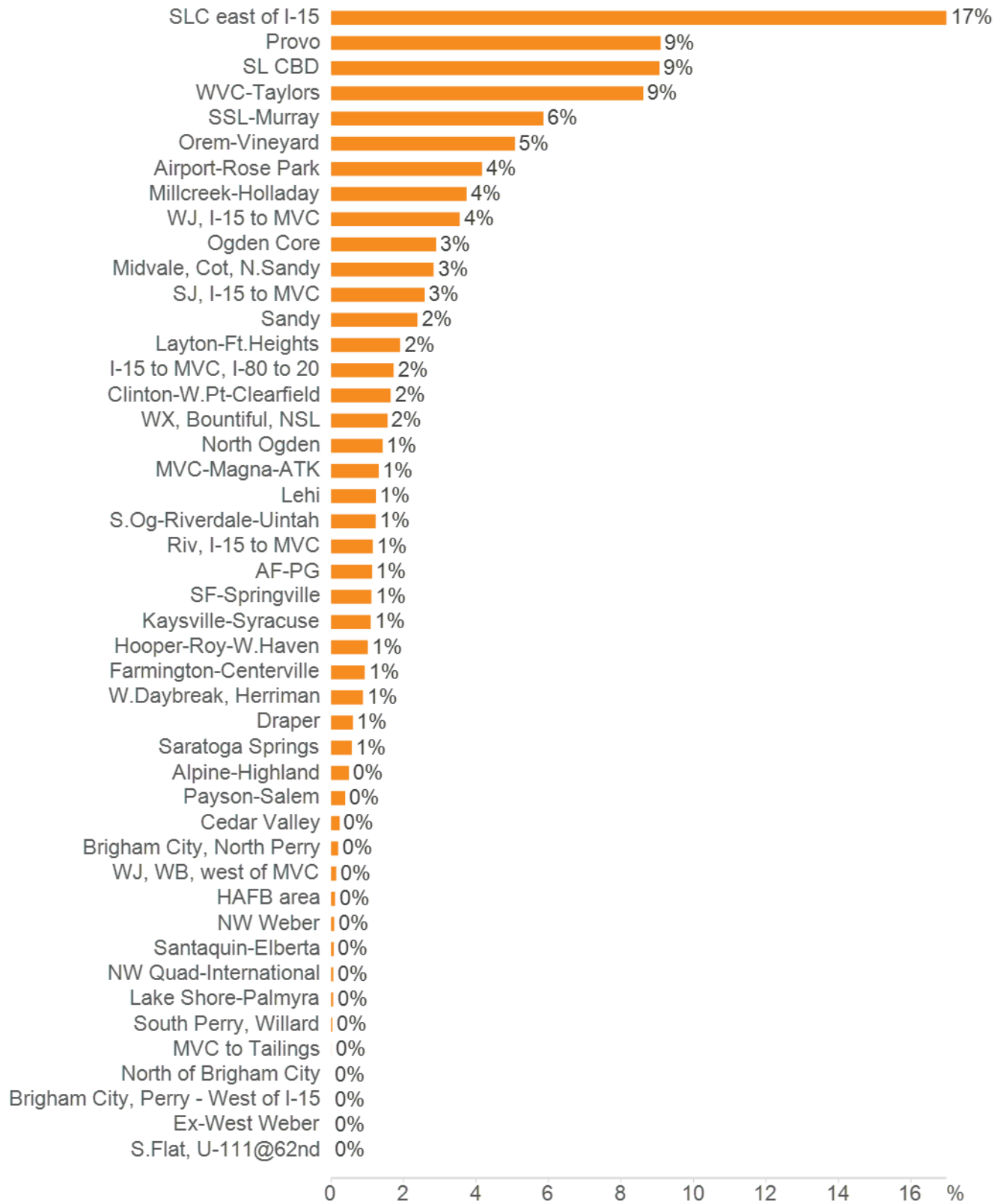


FIGURE 27: TRIP ATTRACTION BY MEDIUM TAZ DISTRICT

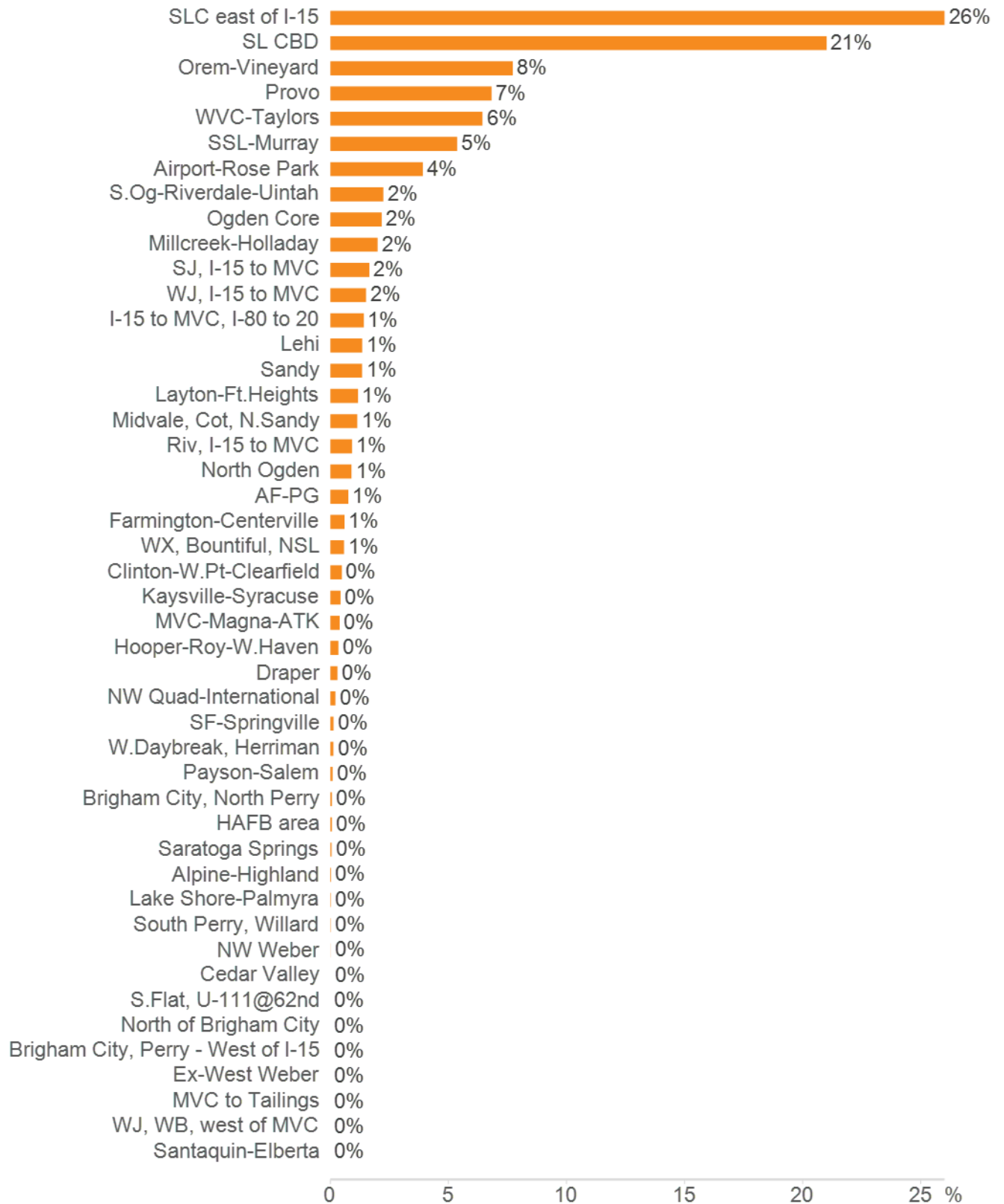


FIGURE 28: TARGETS UTA PRODUCTION-ATTRACTION ZONE PAIRS

RANK	PRODUCTION ZONE	ATTRACTION ZONE	% OF ALL TRIPS
1	SLC east of I-15	SLC east of I-15	8.4%
2	SLC east of I-15	SL CBD	4.4%
3	SL CBD	SLC east of I-15	3.9%
4	Provo	Provo	3.6%
5	Provo	Orem-Vineyard	3.0%
6	SL CBD	SL CBD	2.5%
7	WVC-Taylors	WVC-Taylors	2.5%
8	Orem-Vineyard	Orem-Vineyard	2.3%
9	SSL-Murray	SLC east of I-15	1.8%
10	WVC-Taylors	SLC east of I-15	1.7%

9.0 APPENDIX A: QUESTIONNAIRE



UTA 2019 On-Board Transit Survey

(for office use only) Route Code: Dir: N S E W Time: am / pm Interviewer: Serial #:

Please take a few moments to help plan for your transit needs by filling out this survey.

All personal information will be kept strictly confidential and **WILL NOT** be shared or sold.

What is your **HOME ADDRESS?** (please be specific, ex: 123 W. Main St):
 (If you are visiting the Salt Lake City area, please list the hotel name or address where you are staying)

Street Address _____ City _____ State _____ Zip Code _____

COMING FROM?

1. What type of place are you **COMING FROM NOW?**
 (the starting place for your one-way trip)
- Work
 - College / University (students only)
 - School K-12 / Day Care (students only)
 - Medical Service / Hospital (non-work)
 - Shopping
 - Recreation / Sightseeing / Restaurant
 - Social Visit / Church
 - Personal business or errands
 - Airport (passengers only)
 - Your HOME → Go to Question #4
 - Your HOTEL / Place you are staying
 - Other: _____

2. What is the **NAME** of the place you are coming from now?

3. What is the **EXACT ADDRESS** of this place? (**OR** Intersection if you do not know the exact address:)

City: _____ State: _____ Zip: _____

4. How did you **GET FROM** the place in Questions #1-3 TO THE VERY **FIRST** bus or train you used for this one-way trip?

- Walk Wheelchair
- Personal Bike Bike sharing – e.g. Green Bike
- Was dropped off by someone (answer 4a)
- Drove alone and parked (answer 4a)
- Drove or rode with others and parked (answer 4a)
- Taxi
- Uber, Lyft, etc.
- E-scooter – e.g., Bird, Lime, etc.
- Other

4a. Where did you board the **FIRST** bus / train you used for this one-way trip?
 (Nearest intersection / Park-n-Ride lot):

GOING TO?

5. What type of place are you **GOING TO NOW?**
 (the ending place for your one-way trip)
- Work
 - College / University (students only)
 - School K-12 / Day Care (students only)
 - Medical Service / Hospital (non-work)
 - Shopping
 - Recreation / Sightseeing / Restaurant
 - Social Visit / Church
 - Personal business or errands
 - Airport (passengers only)
 - Your HOME → Go to Question #8
 - Your HOTEL / Place you are staying
 - Other: _____

6. What is the **NAME** of the place you are going to now?

7. What is the **EXACT ADDRESS** of this place? (**OR** Intersection if you do not know the exact address:)

City: _____ State: _____ Zip: _____

8. How will you **GET TO** your destination (Qs #5-7) after you get off the **LAST** bus or train you will use for this one-way trip?

- Walk Wheelchair
- Personal Bike Bike sharing – e.g. Green Bike
- Be picked up by someone (answer 8a)
- Get in a parked vehicle & drive alone (answer 8a)
- Get in a parked vehicle & drive/ride w/others (answer 8a)
- Taxi
- Uber, Lyft, etc.
- E-scooter – e.g., Bird, Lime, etc.
- Other

8a. Where will you get off the **LAST** bus / train you are using for this one-way trip?
 (Nearest intersection / Park-n-Ride lot):

9. Did you transfer FROM another bus or train **BEFORE** getting on this bus? Yes No

10. Where did you **GET ON THIS** bus? Please provide the nearest intersection / station name / Park-n-Ride lot:

11. Where will you **GET OFF THIS** bus? Please provide the nearest intersection / station name / Park-n-Ride lot:

12. Will you transfer TO another bus or train **AFTER** getting off this bus? Yes No

13. Please list the **BUS and TRAIN ROUTES** in the exact order for this one-way trip.

START → → → → → **END**

1st Route 2nd Route 3rd Route 4th Route

Continue →

OTHER INFORMATION ABOUT THIS TRIP

14. What time did you BOARD this bus? _____ : _____ am / pm (circle one)
15. Will you (or did you) make this same trip using the same transit routes in exactly the opposite direction today? No Yes - At what time did/will you leave for this trip in the opposite direction? _____ am/pm (circle one)
16. How did you pay your fare today?
- Where did you get it?**

 - Token -----> UTA Customer Service Office Retail Outlet
 Human Service Agency Other
 - FAREPAY Card -----> Retail Location, Cash Online
 Retail Location, Credit/Debit Other
 - Electronic Card -----> School - Univ. of Utah School - Other
 School - Utah Valley Univ Employer
 School - Weber State Other
 School - BYU
 - Monthly Paper Pass -----> Human Service Agency UTA Online Website
 UTA Customer Service Office Retail Outlet
 - Medicaid Punch Pass
 - Cash on Bus

What pass type is it?

 - H Pass (Horizon Cardholders)
 - A Pass (Adult Regular)
 - X Pass (Adult Premium)

Free Fare Zone - Downtown Trax and Bus

Mobile Phone (GoRide) -----> Regular Monthly Ski
 Premium Monthly Day
 FrontRunner

TVM Ticket -----> Cash, One-Way or Round Trip Cash, Other
 Credit/Debit - One-Way or Round Trip Credit/Debit - Other

Other
17. How often do you ride UTA? 7 days per week 6 days per week 5 days per week
 4 days per week 3 days per week 2 days per week 1 day per week
 Less than once per week First time riding
18. Did you have another option to make this trip today?
 Yes- I could have driven, carpooled, biked, taxi, Uber, E-scooter, bike share, etc.
 No- Riding UTA or walking was my only option

ABOUT YOU AND YOUR HOUSEHOLD

19. How many vehicles (cars, trucks, or motorcycles) are available to your household? _____ vehicles
- 19a. [If #19 is more than NONE] Could you have used one of these vehicles for this trip? Yes No
- 19b. [If #19 is NONE] Are you planning to buy a car as soon as you are able? Yes No
20. Including YOU, how many people live in your household? _____ people
21. Including YOU, how many people (over age 15) in your household are employed full/part-time? _____ people
22. How many children under age 5 are you traveling with today? _____ people
23. What is your employment status? (check the one response that BEST describes you)
- Employed full-time Employed part-time Self-Employed (full or part-time)
 Homemaker Retired Not currently employed
24. What is your student status? (check the one response that BEST describes you)
- Not a student Yes - Full or Part-time College/university Yes - K - 12th grade
25. Do you have a disability? Yes No
- 25a. [If #25 is Yes] Does your disability limit your access to transportation? Yes No Prefer not to answer
26. Do you have a valid driver's license? Yes No
27. Do you have a smartphone (e.g. iPhone, Android / Windows Phone, Blackberry, etc.)? Yes No
28. What is your AGE? Under 16 16-17 18-24 25-34 35-44 45-54 55-64 65+
29. What is your race / ethnicity? (check all that apply)
- American Indian / Alaska Native Asian Black/African American Hispanic/Latino
 Native Hawaiian / Pacific Islander White Other: _____
30. What is your gender? Female Male Other
31. Do you speak a language other than English at home? No Yes - Which language? _____
- 31a. [If #31 is Yes] How well do you speak English? Very Well Well Less than well Not at all
32. Which of the following BEST describes your TOTAL ANNUAL HOUSEHOLD INCOME in 2018 before taxes?
- Less than \$18,000 \$32,000 - \$39,999 \$60,000 - \$74,999 \$150,000 - \$199,999
 \$18,000 - \$24,999 \$40,000 - \$44,999 \$75,000 - \$99,999 \$200,000 - \$249,999
 \$25,000 - \$31,999 \$45,000 - \$59,999 \$100,000 - \$149,999 \$250,000 or above

Please provide your contact info in the event that we need to contact you to better understand your answers.

Your Name: _____

Phone Number: (____) _____



180 Battery Street, Suite 350
Burlington, VT 05401
802.383.0118
www.rsginc.com



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MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Carlton Christensen, Chair Board of Trustees

BOARD MEETING DATE: April 29, 2020

SUBJECT:	Closed Session
AGENDA ITEM TYPE:	Closed Session
RECOMMENDATION:	Approve moving to closed session for discussion of pending or reasonably imminent litigation.
DISCUSSION:	<p>Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purpose for this closed session is:</p> <ul style="list-style-type: none">• Strategy Session to Discuss Pending or Reasonably Imminent Litigation.